



## **KWAZULU-NATAL PROVINCE**

### **PUBLIC WORKS REPUBLIC OF SOUTH AFRICA**

**WIMS NUMBER** : 073149

**TENDER NO ZNTD** : 05008W

**DESCRIPTION OF SERVICE** : THE APPONTMENT OF MECHANICAL ENGINEER FOR DEPARTMENT OF HEALTH TO PROVIDE PROFESSIONAL SERVICES TO GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: REPLACEMENT OF SURGICAL AND MEDICAL WARD WATER COOLED CHILLERS WITH AIR COOLED CHILLERS

DEPARTMENT OF PUBLIC WORKS  
Private Bag X9153  
Pietermaritzburg  
3200

**PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY PROVINCIAL TREASURY.**

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**SECTION A**  
**INVITATION TO BID**

**DESCRIPTION: THE APPONTMENT OF MECHANICAL ENGINEER FOR DEPARTMENT OF HEALTH TO PROVIDE PROFESSIONAL SERVICES TO GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: REPLACEMENT OF SURGICAL AND MEDICAL WARD WATER COOLED CHILLERS WITH AIR COOLED CHILLERS**

**WIMS NUMBER: 073149      CLOSING DATE: AS PER TENDER ADVERT      CLOSING TIME: 11H00**

**BID DOCUMENT AMOUNT: N/A**

**COMPULSORY BRIEFING SESSION: NO (HIGHLY RECOMMENDED)**

**DATE: AS PER TENDER ADVERT**

**TIME: AS PER TENDER ADVERT**

**VENUE: PROPOSED TO BE ONLINE (MS TEAMS)**

---

**The successful bidder will be required to fill in and sign a written Contract Form**

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BID DOCUMENTS MAY BE POSTED TO  
KZN DEPARTMENT OF PUBLIC WORKS  
ETHEKWINI REGIONAL OFFICE  
455A KING CETSHWAYO HIGHWAY  
PRIVATE BAG X 9153  
DURBAN  
4001

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 8 hours a day, 5 days a week (normal office hours)

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT**

|                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------|
| <b>THE FOLLOWING PARTICULARS MUST BE FURNISHED<br/>(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</b> |
|---------------------------------------------------------------------------------------------------------------------|

**NAME OF BIDDER** .....

**POSTAL ADDRESS** .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

SIGNATURE OF BIDDER .....

.....

DATE .....

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department : KZN - Department of Public Works – eThekweni Region

Contact Person : Ms Matu Khumalo

Tel : 071 580 7124

E-mail address : [matu.khumalo@kznworks.gov.za](mailto:matu.khumalo@kznworks.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Contact Person : Mr Motseko Kotelo

Tel : 082 083 4285

E-mail address : [motseko.kotelo@kznworks.gov.za](mailto:motseko.kotelo@kznworks.gov.za)

## **SECTION B**

### **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF FORMS**

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bid submitted must be complete in all respects.
5. The bid shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the quotation number written on the envelope.
8. A specific box is provided for the receipt of quotations, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

## **SECTION C**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

- 1 In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
- 2 Prospective suppliers will be able to self-register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)
- 3 Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- 4 Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

**SECTION D**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative).....

....., WHO REPRESENTS (state name of bidder).....

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS QUOTATION/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS QUOTATION/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

**NAME OF BIDDER**

.....

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

## SECTION E

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## REGISTRATION ON THE PROFESSIONAL BODY / COUNCIL

1. It is the requirements either director of the company/ member of the company /company itself is registered under relevant Professional Body /Council in order to qualify for this service.
2. Attached copy of certificate / letter as proof of registration in the council, body association

---

**Professional Number (Lead Professional – Pr Eng)**

## SECTION F

### FORM OF OFFER AND ACCEPTANCE

#### Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**WIMS: 073149 - THE APPOINTMENT OF MECHANICAL ENGINEER FOR DEPARTMENT OF HEALTH TO PROFESSIONAL SERVICES TO GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: REPLACEMENT OF SURGICAL AND MEDICAL WARD WATER COOLED CHILLERS WITH AIR COOLED CHILLERS**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

**The offered price, inclusive of value added tax, is**

R ..... (in figures)

.....

..... **Rand** (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY:** (cross out block which is not applicable)

Company or close corporation:

.....  
.....

and: whose registration number is:

.....  
.....

and: whose income tax reference number is:

.....  
..

Natural person or partnership:

.....  
.....

**OR** whose identity number(s) is/are:

.....  
.....

whose income tax reference number is/are:

.....  
.....

**AND WHO IS** (if applicable):

Trading under the name and style of:

.....

**AND WHO IS:**

|                                                                                                                                                |                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Represented herein, and who is duly authorised to do so, by:<br><br>Mr/Mrs/Ms: .....<br>.....<br><br>In his/her capacity as:<br>.....<br>..... | <b>Note:</b><br><br><b>A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**SIGNED FOR THE TENDERER:**

|                        |           |      |
|------------------------|-----------|------|
|                        |           |      |
| Name of representative | Signature | Date |

**WITNESSED BY:**

|                 |           |      |
|-----------------|-----------|------|
|                 |           |      |
| Name of witness | Signature | Date |

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....  
 .....

**Other contact details of the Tenderer are:**

Telephone no: ..... Cellular phone no: .....

Fax no: .....

Postal address: .....

Banker: ..... Branch: .....

**Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data
- Part C3 Scope of Services

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

**For the Employer:**

|                   |           |      |
|-------------------|-----------|------|
|                   |           |      |
| Name of signatory | Signature | Date |

|                                 |                                                                          |
|---------------------------------|--------------------------------------------------------------------------|
| <b>Name of Organisation:</b>    | Department of Public Works                                               |
| <b>Address of organisation:</b> | 455A King Cetshwayo Highway, eThekweni Regional Office, Mayville, Durban |

**Witnessed by:**

|                 |           |      |
|-----------------|-----------|------|
|                 |           |      |
| Name of witness | Signature | Date |

## SECTION G

### SPECIFICATION AND EVALUATION

#### 1. BACKGROUND

General Justice Gizenga Mpanza Regional Hospital formerly known as Stanger Hospital is a 500-bed Regional And District hospital located in KwaDukuza within iLembe Health District. The hospital is serving an estimated population of 600 000 from iLembe District.

The project was identified for the conversion of the water-cooled air-conditioning system to an air-cooled conditioning system serving the Medical ward and Surgical ward. The conversion from water-cooled to air-cooled system emanated from the drought and the harsh water quality used as a cooling medium for the air conditioning system in the KwaDukuza area.

During dry seasons, the air-condition system from water-cooled type will not operate due to intermittent water availability. The project will reduce unnecessary expenditure on maintenance and minimize unplanned shutdowns/breakdowns to the surgical and medical wards.

There is therefore a need to appoint a suitably qualified and experienced professional Mechanical Engineering entity to commission the required services for stage 2 – 6 as per guideline scope of services on Government Gazette No 44333, Board Notice No 21 of 2021.

#### PURPOSE

The Department is to invite bids from a mechanical engineering entity with the relevant qualifications and expertise to provide professional services at the General Justice Gizenga Mpanza Regional Hospital: Replacement of Surgical and Medical ward water-cooled chiller system and related components with air-cooled chillers, from stage 2-6 as per FIDPM.

An entity who shall have a fully dedicated professionally registered Mechanical Engineer (PrEng) will be appointed for stages 2 – 6 as per the FIDPM and the guideline scope of services on Government Gazette No 44333, Board Notice 21 of 2021

#### 2. SCOPE OF WORK

2.1 The Mechanical Engineer's appointment for the GJGM conversion of surgical and medical ward water-cooled chillers to air-cooled chillers is for the following services:

**HVAC services (air conditioning chiller system) – consultants are to refer closely to the HIAC approved project brief – ANNEXURE 1**

Deliverables which shall include analysis, planning, design, manufacture, construction management, operations and maintenance liaison and advisory on the deliverable as listed, shall also include but are not limited to the following:

- Produce a Concept & Viability report and drawings
- Provide cost estimates and life cycle costs, as required
- Advice to the client as to regulatory and statutory requirements
- Establish access, utilities, services and connections required for the design
- Liaise, co-operate and provide necessary information to the client, DoPW project manager and other consultants involved.
- Produce a detailed design report and drawings.
- Advise on any other support engineering and consulting disciplines needed to complete the project. These shall then be added in as disbursements to the mechanical engineer.
- Prepare construction & procurement documentation
- Attend planning / co-ordination / technical / site meetings every two weeks for the duration of the project.
- Submit all required documentation to HIAC, DRC, BSC, BEC & BAC for approval at the various gates.
- Attend any meeting as required to qualify / clarify documentation presented

- Performing site inspections for quality control during the installations.
- Witness and sign off testing, balancing, and commissioning of new systems.
- Inspect and provide snag lists.
- Check and approve operating and maintenance manuals compiled by contractor.
- Submit as built drawings
- Provide oversight of the 12-month Guarantee and Maintenance period
- Compile and submit maintenance records after the 12-month maintenance period.
- Provide oversight of training of hospital maintenance personnel on the operation and maintenance of the newly installed systems
- Provide oversight of final hand-over of the new plant to the facility, including all approved returnable documents.
- Preparation of all cost budgets and reports and specifications for stages 2 – 6
- Provision of relevant specifications and Bills of Quantities for tender stage, payment valuations during construction (stage 5) and evaluation of all additional works claims.
- Preparation of the Final Account.

2.2 The services required from the consultants to take this project through to successful completion are standard consultant project stages in line with the Framework for Infrastructure Delivery and Procurement Management (FIDPM) guidelines.

2.3 The appointed Consultant is required to fulfil **Stage 2 to Stage 6**.

2.4 The scope of services is as per **Government Gazette 44333, Board Notice 21 of 2021**.

## 2.5 QUALIFICATIONS AND EXPERIENCE

The mechanical engineering entity is to provide a full team of the following experienced and skilled professional consultants (alternates may be required where necessary) that are to be dedicated to the project

- Par. i) Lead Professional  
Registered Professional Mechanical Engineer – PR ENG (No PrTechEng allowed)
- Par. ii) Lead Professional Support  
Professional Technologist (Pr Tech Eng) or Candidate Professional Engineer (CandPrEng)
- Par. iii) Draughtsperson/Technician

The estimated total budget for the whole project is **R15 000 000.00 Incl VAT**

The services required for the full rollout are inclusive of stages 2-6 in the following order:

- STAGE 2: Concept and Viability
- STAGE 3: Design Development
- STAGE 4: Documentation and Procurement
- STAGE 5: Contract Administration and Inspection
- STAGE 6: Close - out

**THE REQUESTED DISCIPLINES WILL PROVIDE THE SERVICES AS STATED BELOW NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES:**

### **3. MECHANICAL ENGINEER**

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

- Assessment of the existing facility including requirements for Heating, Ventilation and Air-conditioning
- Preliminary and Detailed Design with cognisance to compliance with construction regulations, IUSS, the project brief (ANNEXURE 1) and other applicable standards
- The Mechanical Engineer will be responsible for coordination of mechanical services related to HVAC chiller system conversion from water-cooled chillers to air-cooled chillers and other works that may be under way (either capital or operational maintenance works) in the surgical and medical wards.
- The Mechanical Engineer will be required to take part in,
  - a) Contract Documentation
  - b) Contract Administration
  - c) Compilation of as-built information
  - d) Issuing of Certificates of Compliance
  - e) Coordination with other related disciplines e.g. Electrical, Civil and Structural Engineering Services pertinent for the successful completion of this project.
- The Mechanical Engineer will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout period

**5. The estimated total project budget is: R 15 000 000.00 Incl. VAT** For fee value structure allow the following percentages (refer to Appendix A – Bid Proforma):

| Discipline          | % time with Documentation + % on site<br>(considering the 12 Month Contract period) |
|---------------------|-------------------------------------------------------------------------------------|
| Mechanical Engineer | 100%                                                                                |

### **6. Costing**

The relevant Fee Guidelines are as per the following table;

| DISCIPLINE  | GAZETTE APPLICABLE PER DISCIPLINE                                              |
|-------------|--------------------------------------------------------------------------------|
| Engineering | <b>ECSA use rates as per Government Gazette 44333, Board Notice 21 of 2021</b> |

- 6.2.1 Your bid is to be based upon the relevant Guideline for Tariff of Fees as highlighted above indicating clearly any applicable discounts as per fees schedule on Appendix A – Bid Proforma.
- 6.2.2 Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable for travelling shall be for vehicles up to 2150cc.
- 6.2.3 Please note that total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only (both for the applicable discipline) - whichever may be applicable at the time.

## 7. CONDITIONS OF APPOINTMENT

- 7.1 The mechanical engineering entity to be appointed must have within their employment or display their ability to have access to all the professional consultants as listed in paragraph 2.5 above. Once appointed, as part of the preliminary due diligence, the mechanical engineer will be expected to advise the client of any other support engineering and consulting disciplines (e.g Electrical Engineer, Health & Safety Agent, Structural Engineer etc) needed to deliver the full scope as per project brief. Such support consultants will then be added through a 3 quote process as disbursements to the mechanical engineer's appointment.
- 7.2 The mechanical engineer's staff contingent should be submitted by way of an organogram (See Functionality criteria) with details of the Registered Professional who will be leading the mechanical engineering discipline and detailed curriculum vitae of the proposed professional/s. Where a resource/professional is being out-sourced, a contract or agreement between both parties is to be submitted.
- 7.3 You will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the construction process.
- 7.4 Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the bid not being considered
- 7.5 Your proposed staff resource allocation shall comprise of a **Registered Professional Engineer (Pr Eng) for the role of Lead Professional and his/her support resource. The Lead Professional support resource shall at least be a Registered Engineering Technologist (PrTechEng) in the relevant category – mechanical engineering. The consultants staff resources shall also be deemed to include over and above the Lead Professional and his/her support, other support personnel e.g draughtspersons, admin clerks etc**, who will be dedicated to this project. Approval must be made in writing by the Principal/Director of the Appointed Mechanical Engineering entity to the Department of Public Works for any changes/replacement of the designated registered professional/s.
- 7.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline (see the attached **Appendix C** and **Appendix D**)
- 7.7 The estimated project duration is 14 months (or complete stages 2 – 6 whichever comes earlier).

## 8. EVALUATION CRITERIA

8.1 The evaluation criteria will be in three phases:

### 8.1.1 Phase 1: Administrative Compliance

- Correctness of bid documents
- Compliance with bid regulations (registration with CSD, tax clearance certificate and other prescripts requirements)
- Registration of Lead Professional to lead the mechanical engineer's team with Engineering Council of South Africa (ECSA) as a Registered Professional Engineer (Pr Eng)

### 8.1.2 Phase 2: Functionality Criteria

- Meeting the minimum qualifying functionality score of 60 points out of a possible 100 points as per criteria

below:

| MECHANICAL ENGINEER - GJGM SURGICAL AND MEDICAL WATER-COOLED CHILLERS CONVERSION TO AIR-COOLED CHILLERS: FUNCTIONALITY CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                             |                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| EVALUATION CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DOCUMENTATION TO BE PROVIDED                                                                                                                                                                                                                                                                                                                   | MAX POINTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            | SCORE                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                             |                                                    |
| 1.TENDERER'S PROPOSED TEAM/RESOURCES ALLOCATION - 20PTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1.1 Detailed CV of Lead Professional (Max 3 pages) who shall be a professional engineer registered with Engineering Council of South Africa (ECSA) as PrEng - Mechanical Engineer. CV & valid certified Professional Registration Certificate from ECSA to be provided as evidence to claim points                                             | 10 POINTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | RATING     | EXCELLENT                                                                                                                                                                                                                                                                        | VERY GOOD                                                                                                                                                                                                                                                                        | SATISFACTORY                                                                                                                                                                                                                                                                     | FAIR                                                                                                                                                                                                                                                                            | POOR                                                                                                                                                                                                                                                                                        |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | POINTERS   | - CV provided showing minimum 8 years relevant post registration experience of the Lead Professional in the relevant category - Pr Eng: Mechanical Engineering<br>-Valid certified professional registration certificate from ECSA confirming information on CV                  | - CV provided showing minimum 5 years relevant post registration experience of the Lead Professional in the relevant category - Pr Eng: Mechanical Engineering<br>-Valid certified professional registration certificate from ECSA confirming information on CV                  | - CV provided showing minimum 3 years relevant post registration experience of the Lead Professional in the relevant category - Pr Eng: Mechanical Engineering<br>-Valid certified professional registration certificate from ECSA confirming information on CV                  | - CV provided showing minimum 1 year relevant post registration experience of the Lead Professional in the relevant category - Pr Eng: Mechanical Engineering<br>-Valid certified professional registration certificate from ECSA confirming information on CV                  | CV provided is of a newly registered engineer with 0 years relevant post registration experience in the relevant category - Pr Eng: Mechanical Engineering<br>- Valid certified professional registration certificate from ECSA confirming information on CV                                |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SUB-POINTS | 10                                                                                                                                                                                                                                                                               | 8                                                                                                                                                                                                                                                                                | 6                                                                                                                                                                                                                                                                                | 4                                                                                                                                                                                                                                                                               | 2                                                                                                                                                                                                                                                                                           |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1.1 Detailed CV of Lead Professional Support (Max 3 pages) who shall be a professional engineering technologist registered with Engineering Council of South Africa (ECSA) as PrTechEng - Mechanical Engineering Technologist. CV & valid certified Professional Registration Certificate from ECSA to be provided as evidence to claim points | 10 POINTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | RATING     | EXCELLENT                                                                                                                                                                                                                                                                        | VERY GOOD                                                                                                                                                                                                                                                                        | SATISFACTORY                                                                                                                                                                                                                                                                     | FAIR                                                                                                                                                                                                                                                                            | POOR                                                                                                                                                                                                                                                                                        |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | POINTERS   | - CV provided showing minimum 8 years relevant post registration experience of the Lead Professional in the relevant category - PrTech Eng: Mechanical Engineering Technologist<br>-Valid certified professional registration certificate from ECSA confirming information on CV | - CV provided showing minimum 5 years relevant post registration experience of the Lead Professional in the relevant category - PrTech Eng: Mechanical Engineering Technologist<br>-Valid certified professional registration certificate from ECSA confirming information on CV | - CV provided showing minimum 3 years relevant post registration experience of the Lead Professional in the relevant category - PrTech Eng: Mechanical Engineering Technologist<br>-Valid certified professional registration certificate from ECSA confirming information on CV | - CV provided showing minimum 1 year relevant post registration experience of the Lead Professional in the relevant category - PrTech Eng: Mechanical Engineering Technologist<br>-Valid certified professional registration certificate from ECSA confirming information on CV | CV provided is of a newly registered engineering technologist with 0 years relevant post registration experience in the relevant category - PrTech Eng: Mechanical Engineering Technologist<br>Valid certified professional registration certificate from ECSA confirming information on CV |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SUB-POINTS | 10                                                                                                                                                                                                                                                                               | 8                                                                                                                                                                                                                                                                                | 6                                                                                                                                                                                                                                                                                | 4                                                                                                                                                                                                                                                                               | 2                                                                                                                                                                                                                                                                                           |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | MECHANICAL ENGINEER - GJGM SURGICAL AND MEDICAL WATER-COOLED CHILLERS CONVERSION TO AIR-COOLED CHILLERS: FUNCTIONALITY CRITERIA                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                             |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | EVALUATION CRITERIA                                                                                                                                                                                                                                                                                                                            | DOCUMENTATION TO BE PROVIDED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | MAX POINTS |                                                                                                                                                                                                                                                                                  | SCORE                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                             |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2. BIDDER'S EXPERIENCE ON SIMILAR PROJECTS . (MAX POINTS = 40PTS)                                                                                                                                                                                                                                                                              | 2.1 Schedule of experience on similar projects completed in the past five years immediately preceding this bid. Similar project means project for Healthcare Facility e.g Hospital, Clinic, CHC or Health support infrastructure which entailed replacement, reconfiguration and/or installation of HVAC air-cooled chiller systems with minimum project value of R10m. Reference letters (Using Proforma Letter in Appendix D1) for Healthcare facilities project experience for all relevant work completed in the past 5 years, to be included to claim points. | 30 POINTS  | RATING                                                                                                                                                                                                                                                                           | EXCELLENT                                                                                                                                                                                                                                                                        | VERY GOOD                                                                                                                                                                                                                                                                        | SATISFACTORY                                                                                                                                                                                                                                                                    | FAIR                                                                                                                                                                                                                                                                                        | POOR                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            | POINTERS                                                                                                                                                                                                                                                                         | Minimum of 5 similar Projects Completed - Accompanied by at least 5 client signed reference letters                                                                                                                                                                              | Minimum of 3 similar Projects Completed - at least 3 client signed reference letters                                                                                                                                                                                             | Minimum of 2 similar Projects Completed - Accompanied by at least 2 client signed reference letters                                                                                                                                                                             | At least 1 similar Project Completed - At least 1 reference letter                                                                                                                                                                                                                          | 1 similar Project Completed - no reference letters |
| SUB-POINTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            | 30                                                                                                                                                                                                                                                                               | 26                                                                                                                                                                                                                                                                               | 20                                                                                                                                                                                                                                                                               | 15                                                                                                                                                                                                                                                                              | 4                                                                                                                                                                                                                                                                                           |                                                    |
| 2.2 Schedule of experience on similar projects for any other HVAC experience other than Healthcare facility projects completed in the past five years immediately preceding this bid. Similar project means project for any facility other than Healthcare facility which entailed replacement, reconfiguration and/or installation of HVAC air-cooled chiller systems with minimum project value of R10m - Reference letters (Using Proforma Letter in Appendix D2) for other similar projects experience other than Healthcare facilities projects for all relevant work completed in the past 5 years, to be included to claim points. |                                                                                                                                                                                                                                                                                                                                                | 10 POINTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | RATING     | EXCELLENT                                                                                                                                                                                                                                                                        | VERY GOOD                                                                                                                                                                                                                                                                        | SATISFACTORY                                                                                                                                                                                                                                                                     | FAIR                                                                                                                                                                                                                                                                            | POOR                                                                                                                                                                                                                                                                                        |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | POINTERS   | Minimum of 5 similar Projects Completed - Accompanied by at least 5 client signed reference letters                                                                                                                                                                              | Minimum of 3 similar Projects Completed - at least 3 client signed reference letters                                                                                                                                                                                             | Minimum of 2 similar Projects Completed - Accompanied by at least 2 client signed reference letters                                                                                                                                                                              | At least 1 similar Project Completed - At least 1 reference letter                                                                                                                                                                                                              | 1 similar Project Completed - no reference letters                                                                                                                                                                                                                                          |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SUB-POINTS | 10                                                                                                                                                                                                                                                                               | 8                                                                                                                                                                                                                                                                                | 6                                                                                                                                                                                                                                                                                | 4                                                                                                                                                                                                                                                                               | 2                                                                                                                                                                                                                                                                                           |                                                    |

| MECHANICAL ENGINEER - GJGM SURGICAL AND MEDICAL WATER-COOLED CHILLERS CONVERSION TO AIR-COOLED CHILLERS: FUNCTIONALITY CRITERIA |                                                                                                                                                                                                                                                                           |            |            |                                                                                                                                                                         |                                                                                                                                             |                                                                                                                                             |                                                                                                                                             |                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| EVALUATION CRITERIA                                                                                                             | DOCUMENTATION TO BE PROVIDED                                                                                                                                                                                                                                              | MAX POINTS |            | SCORE                                                                                                                                                                   |                                                                                                                                             |                                                                                                                                             |                                                                                                                                             |                                                                                                                                         |
| 3. CONSULTANT'S FINANCIAL CAPACITY (MAX POINTS = 30PTS)                                                                         | 3. Letter from a Registered Financial Service Provider (FSP), not older than 3 months, signed, dated and stamped or bank stamped bank statements confirming that the PSP has adequate working capital to deliver the project                                              | 30 POINTS  | RATING     | EXCELLENT                                                                                                                                                               | VERY GOOD                                                                                                                                   | SATISFACTORY                                                                                                                                | FAIR                                                                                                                                        | POOR                                                                                                                                    |
|                                                                                                                                 |                                                                                                                                                                                                                                                                           |            | POINTERS   | Bidders working capital/bank balance in excess of 50% of the Total Estimated Fee Amount (Before Any Discounts) in Appendix A (Bid-Proforma)                             | Bidders working capital/bank balance in excess of 30% of the Total Estimated Fee Amount (Before Any Discounts) in Appendix A (Bid-Proforma) | Bidders working capital/bank balance in excess of 20% of the Total Estimated Fee Amount (Before Any Discounts) in Appendix A (Bid-Proforma) | Bidders working capital/bank balance in excess of 15% of the Total Estimated Fee Amount (Before Any Discounts) in Appendix A (Bid-Proforma) | Bidders working capital/bank balance less than 5% of the Total Estimated Fee Amount (Before Any Discounts) in Appendix A (Bid-Proforma) |
|                                                                                                                                 |                                                                                                                                                                                                                                                                           |            | SUB-POINTS | 30                                                                                                                                                                      | 26                                                                                                                                          | 20                                                                                                                                          | 10                                                                                                                                          | 0                                                                                                                                       |
|                                                                                                                                 |                                                                                                                                                                                                                                                                           |            |            |                                                                                                                                                                         |                                                                                                                                             |                                                                                                                                             |                                                                                                                                             |                                                                                                                                         |
| EVALUATION CRITERIA                                                                                                             | DOCUMENTATION TO BE PROVIDED                                                                                                                                                                                                                                              | MAX POINTS |            | SCORE                                                                                                                                                                   |                                                                                                                                             |                                                                                                                                             |                                                                                                                                             |                                                                                                                                         |
| 4. CONSULTANT'S INDEMNITY INSURANCE (MAX POINTS = 10 PTS)                                                                       | 4. Proof that the bidding entity carries adequate professional indemnity of minimum R2m/claim. - Proof to be provided in the form of professional indemnity certificates and letter from insurer confirming that any discounts offered will not affect the level of cover | 10 POINTS  | RATING     | GOOD                                                                                                                                                                    | FAIR                                                                                                                                        |                                                                                                                                             |                                                                                                                                             |                                                                                                                                         |
|                                                                                                                                 |                                                                                                                                                                                                                                                                           |            | POINTERS   | - Valid Professional Indemnity Cover Adequate (min R2m) for the works<br>- Letter from Insurer confirming that any discounts offered will not affect the level of cover | - Valid Professional Indemnity Cover Adequate (min R2m) for the works                                                                       |                                                                                                                                             |                                                                                                                                             |                                                                                                                                         |
|                                                                                                                                 |                                                                                                                                                                                                                                                                           |            | SUB-POINTS | 10                                                                                                                                                                      | 5                                                                                                                                           |                                                                                                                                             |                                                                                                                                             |                                                                                                                                         |
| TOTAL AVAILABLE POINTS                                                                                                          |                                                                                                                                                                                                                                                                           | 100        |            |                                                                                                                                                                         |                                                                                                                                             |                                                                                                                                             |                                                                                                                                             |                                                                                                                                         |

**NOTE:** Bidders to complete with their previous clients or their previous client's representatives, pro-forma letters in Appendix D1 and D2 to claim points under 2.1 and 2.2 above.

### 8.1.3 Phase 3: Price & Preference Points (Specific Goals)

- Discount offered

The following special condition is applicable to the evaluation this bid:

- The Department reserves the right not to award to the lowest bidder and may conduct a detailed risk assessment prior to the award.

### Specific Goals Applicable

|                                                                                                              |                                                                                                  |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> 80/20 Preference points scoring system<br><b>R 30 000 – R 50 000 000</b> | <input type="checkbox"/> 90/10 Preference points scoring system<br><b>R 50 000 000 and above</b> |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|

The following **SPECIFIC GOALS AS DEFINED IN THE PREFERENTIAL PROCUREMENT REGULATION - 2022** will be utilized:

| No. | SPECIFIC GOALS                                             | Number of points<br>(90/10 system) | Number of points<br>(80/20 system) |
|-----|------------------------------------------------------------|------------------------------------|------------------------------------|
| 1.  | <b>✓Ownership by Black people</b>                          |                                    | <b>10</b>                          |
| 2.  | Ownership by People who are Women                          |                                    |                                    |
| 3.  | Ownership by People who are Youth                          |                                    |                                    |
| 4.  | Ownership by People living with Disabilities               |                                    |                                    |
| 5.  | 51% Ownership by People who are Military Veterans          |                                    |                                    |
| 6.  | Exempted Micro-Enterprise (EME)                            |                                    |                                    |
| 7.  | <b>Promotion of enterprise located in eThekweni Region</b> |                                    | <b>10</b>                          |
| 8.  | Promotion of enterprises located in rural areas            |                                    |                                    |
|     | <b>TOTAL</b>                                               |                                    | <b>20</b>                          |

*(Note Max Points = 20 for the 80/20 specific goals, Max Points= 10 for the 90/10 specific goals)*

SECTION H

OFFICIAL BRIEFING SESSION / SITE INSPECTION CERTIFICATE

Bid No : WIMS: 073149 ZNTD 0500W

Service : THE APPONTMENT OF MECHANICAL ENGINEER FOR  
DEPARTMENT OF HEALTH TO PROVIDE PROFESSIONAL  
SERVICES TO GENERAL JUSTICE GIZENGA MPANZA REGIONAL  
HOSPITAL: REPLACEMENT OF SURGICAL AND  
MEDICAL WARD WATER COOLED CHILLERS WITH AIR COOLED  
CHILLERS

Date : AS PER TENDER ADVERT

Time : AS PER TENDER ADVERT

Venue : AS PER TENDER ADVERT

\*\*\*\*\*

THIS IS TO CERTIFY THAT (NAME) .....

ON BEHALF OF .....

VISITED AND INSPECTED THE SITE ON .....(DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE  
RENDERED.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**  
(PRINT NAME)

**DATE:** .....

.....  
**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**  
(PRINT NAME)

.....  
**DEPARTMENTAL STAMP :**  
(OPTIONAL)

**DATE:** .....

## SECTION I

### TAX COMPLIANCE STATUS (TCS)

- 1 The State / Province may not award a contract resulting from the invitation of quotations to a bidder who is not properly registered and up to date with tax payments or, has not made satisfactory arrangements with S A Revenue Services concerning due tax payments.
- 2 The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates. From 18 April 2016 SARS introduced an enhanced Tax Compliance system. The new system allows taxpayers to obtain a Tax Compliance Status (TCS) PIN, which can be utilized by authorized third parties to verify taxpayers' compliance status on line via SARS e-filing.
- 3 Bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also available to foreign bidders / individuals who wish to submit bids.
- 4 SARS will then furnish the bidder with a Tax Compliance Status (TCS) **PIN** that will be valid for a period of 1 (one) year from the date of approval.
- 5 In bids where Consortia / Joint Venture / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) **PIN**.
- 6 Application for Tax Compliance Status (TCS) **PIN** can be done via e-filing at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 7 Tax Clearance Certificates may be printed via e-filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 8 Tax Compliance Status is not required for services below R30 000 ITO Practice Note Number: SCM 13 of 2007.
- 9 Kindly either provide an original tax clearance certificate, your tax number or pin number.

#### TAX NUMBER

#### PIN NUMBER

## SECTION J

### AUTHORITY TO SIGN A BID

#### A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,.....  
Mr/Mrs/Miss..... (whose signature appears below) has been duly  
authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....  
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1 .....

2 .....

#### B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the  
business trading as .....

.....

.....  
SIGNATURE  
(PRINT NAME)

.....  
DATE

#### C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
| .....                | .....               | .....     |
| .....                | .....               | .....     |
| .....                | .....               | .....     |
| .....                | .....               | .....     |

We, the undersigned partners in the business trading as.....

hereby authorized .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

|                                           |                                           |                                           |
|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| .....<br><b>SIGNATURE</b><br>(PRINT NAME) | .....<br><b>SIGNATURE</b><br>(PRINT NAME) | .....<br><b>SIGNATURE</b><br>(PRINT NAME) |
| .....<br><b>DATE</b>                      | .....<br><b>DATE</b>                      | .....<br><b>DATE</b>                      |

**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

.....Mr/Mrs/Miss....., whose  
signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of  
Close Corporation) .....

.....  
**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1 .....

2 .....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....  
Mr/Mrs/Miss....., whose signature appears below, has been authorized to  
sign all documents in connection with this bid on behalf of (Name of co-  
operative).....



**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**  
(PRINT NAME)

.....

**IN HIS/HER CAPACITY AS:**.....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:**.....

**NAME IN BLOCK LETTERS:**.....

**WITNESSES: 1** .....

2 .....

## **F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

### **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Miss.....,Mr/Mrs/Miss.....,

Mr/Mrs/Miss.....and Mr/Mrs/Miss.....  
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE :**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

**IN HIS/HER CAPACITY AS:**.....

**SIGNED ON BEHALF OF (COMPANY NAME):**.....  
(PRINT NAME)

**SIGNATURE:**..... **DATE:**.....

#### **G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

#### **AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20...

Mr/Mrs/Miss.....

(whose signature appears below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

**IN HIS/HER CAPACITY AS:**.....

**SIGNATURE:**..... **DATE:**.....

(PRINT NAME)

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**APPENDIX A – BID PROFORMA**  
(To be completed by the Consultant)

**General Notes –**

- For fee based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.
- Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)

Table below is **NOT** to be modified by Consultant

| TABLE 1                    |                                                 | PERCENTAGE BASED FEES    |                 |                                          |                      |
|----------------------------|-------------------------------------------------|--------------------------|-----------------|------------------------------------------|----------------------|
| DISCIPLINE                 | GAZETTE APPLICABLE PER DISCIPLINE               | FEE BREAKDOWN            | RAND VALUE      | CONSULTANT FULL NAME (Authorised Person) | CONSULTANT SIGNATURE |
| <b>Mechanical Engineer</b> | ECSA Gazette No. 44333, Board Notice 21 of 2021 | Value for fee purposes:  | R 13 043 478.26 |                                          |                      |
|                            |                                                 | Consultant Primary Fee:  | R _____         |                                          |                      |
|                            |                                                 |                          | R _____         |                                          |                      |
|                            |                                                 | Consultant Secondary Fee | R _____         |                                          |                      |
|                            |                                                 | Surcharges               | R _____         |                                          |                      |
|                            |                                                 | SUB-TOTAL 1              | R _____         |                                          |                      |
|                            |                                                 | Less Discount: ____%     | R _____         |                                          |                      |
|                            |                                                 | <u>SUB-TOTAL 2</u>       | R _____         |                                          |                      |
|                            |                                                 | Add VAT @ 15%            | R _____         |                                          |                      |
|                            |                                                 | TOTAL PROJECT FEES:      | R _____         |                                          |                      |

Note – Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader. The estimated value for fee purposes is subject to change

**COMPANY STAMP:**

**SUMMARY OF PROFESSIONAL FEES**

**WIMS NO. 073149: THE APPONTMENT OF MECHANICAL ENGINEER FOR DEPARTMENT OF HEALTH TO PROFESSIONAL SERVICES TO GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: REPLACEMENT OF SURGICAL AND MEDICAL WARD WATER COOLED CHILLERS WITH AIR COOLED CHILLERS**

| DISCIPLINE                                         | FEES OFFERED |
|----------------------------------------------------|--------------|
| MECHANICAL ENGINEERING                             | R            |
| TOTAL CARRIED OVER TO FORM OF OFFER<br>(SECTION F) | R            |

## APPENDIX B – RETURNABLE DOCUMENTS

| CHECKLIST OF RETURNABLE DOCUMENTS |                                                                                                                                                                                                                                                                                                                                        |      |   |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|
| Item No.                          | Required Document                                                                                                                                                                                                                                                                                                                      | Tick |   |
|                                   |                                                                                                                                                                                                                                                                                                                                        | Y    | N |
| 1.                                | Valid SARS Tax Clearance Pin Number, Tax number or original tax Clearance certificate ( to be labelled as E1)                                                                                                                                                                                                                          |      |   |
| 2.                                | Central Supplier Database Registration with National Treasury (Unique Reference Number & Supplier Number)                                                                                                                                                                                                                              |      |   |
| 3.                                | Proof of Registration (both Lead Professional (PrEng) and Lead Professional Support with Engineering Council of South Africa (ECSA) (Attach Letter of Good standing with the relevant council if applicable dated during the year of Quotation) ( to be labelled as E2)                                                                |      |   |
| 4.                                | Proof of Registration with Companies and Intellectual Property Commission (CIPC) (printout not older than 1 month) ( to be labelled as E3)                                                                                                                                                                                             |      |   |
| 5.                                | Declaration of interest by Consultant – SBD 4                                                                                                                                                                                                                                                                                          |      |   |
| 6                                 | Proof of Residential Address (Municipality Rates Bills, Telephone Bill, or current lease agreement letter from Ward councillor or affidavit from Commissioner of oaths, if office is in an area where rates are not paid) ( to be labelled as E4)                                                                                      |      |   |
| 7.                                | Quotation from the Consultant<br>(Attach Appendix A – Stamped and dated )                                                                                                                                                                                                                                                              |      |   |
| 8.                                | Proof of the relevant professional Indemnity Insurance –<br>Electrical ,Mechanical / Fire Engineering : R3,0 million<br>( to be labelled as E5)                                                                                                                                                                                        |      |   |
| 9.                                | Company Profile (highlighting relevant experience on a similar project) (to be labelled as E6)                                                                                                                                                                                                                                         |      |   |
| 10.                               | Attach proof of recently completed commissions on a similar project (i.e. Contract description, Contract value, client and client contact details for State & Private Works) to be labelled as E7)                                                                                                                                     |      |   |
| 11                                | Company Organogram clearly indicating the structure of the office where the project is intended to be awarded and name Professional Registration Number of the Resident Professional for the Project. to be labelled as E8) – Also to include CVs and certified Professional Registration certificates of all registered professionals |      |   |
| 12                                | BBBEE Certificate or Affidavit if claiming preference points under identified Specific Goals                                                                                                                                                                                                                                           |      |   |

## APPENDIX C – CONTRACT DATA

### C1.2 Contract Data

#### C1.2.1 Standard Professional Services Contract

- ② The conditions applicable to this Contract are the Conditions and Procedures under which consultant Engineers are commissioned by the Department of Works, Province Of Kwa-Zulu Natal (Revised February 2007). – **ANNEXURE 2**

#### C1.2.2 Data provided by the Employer

| Clause        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | <p>The General Conditions of Contract in the Conditions and Procedures under which consultant Engineers are commissioned by the Department of Works, Province Of Kwa-Zulu Natal (Revised February 2007).</p> <p>make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p> |
| 1             | The Employer is the <b>Department of Public Works</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1             | The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1             | The Project is to the provision of Standard Professional Services for the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.4 and 4.3.2 | The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.4.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3.4.1         | Communication by e-mail is not permitted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3.5           | The Services shall be executed in the Service Provider's own office and on the Project site. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.                                                                                                                                                                                                                                                                                                                  |
| 3.6           | Omit the following:<br>“... within two (2) years of completion of the Service ...”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.11.1        | <p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.</p> <p>A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.</p>                                                                                                                                                                                                                                                                                                   |
| 3.14          | <p><u>For fees stipulated as “value based” in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p><b>Programme:</b></p> <p>A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the</p>                                          |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <p>fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the principal agent in consultation with the appointed Service Providers, if required, to promote the interest of the project.</p> <p><u>For fees stipulated as "time based" Pricing Instructions:</u><br/> <u>Project Execution Plan (PEP):</u><br/> A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstance change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p> |
| 4.1.1     | <p>Briefing meeting:<br/> The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4.4       | A list of others providing Services on this Project will be provided by the Project Leader.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5.4.1     | Minimum professional insurance cover of R2 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described as provided by the Service Provider and in respect of which the Service Provider must provide data as required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5.5       | <p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Travelling for which payment will be claimed. Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Deviate from the final programme as per the programme above;</li> <li>3. Deviate from the programme (delayed or earlier);</li> <li>4. Deviate from or change the Scope of Services;</li> <li>5. Change Key Personnel on the Service.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8.1       | The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the Programme, Scope of Services and Brief.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.4.3 (c) | The period of suspension is not to exceed two (2) years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9.1       | Copyright of documents prepared for the Project shall be vested with the Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 12.1.2    | Interim settlement of disputes is to be by mediation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                 |                                                                                                                                                                                                                                                                                                 |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12.2.1          | In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).                                                                                                                                |
| 12.2.4 / 12.3.4 | Final settlement is by litigation.                                                                                                                                                                                                                                                              |
| 13.1.3          | All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per the General Conditions of Contract.                                                                                                                                                  |
| 13.4            | Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.                                                                         |
| 13.5            | The amount of compensation is unlimited.                                                                                                                                                                                                                                                        |
| 14.4            | In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".                                                                                                                                                                      |
| 15              | In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999). |

#### C1.2.3 Data provided by the Service Provider

| Clause |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1      | The Service Provider is the company, close corporation, natural person or partnership named in the Form of Offer and Acceptance by the tendering Service Provider.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5.3    | The authorised and designated representative of the Service Provider is the person named in the resolution by the tendering Service Provider.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.4.1  | <p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than the amount required as cover relative to the size of project, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the</p> |

|       | <p>due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p><b>NAME:</b> .....</p> <p><b>CAPACITY:</b> .....</p> <p><b>SIGNATURE:</b> .....</p> |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--|------|-------------------------------------------|-----------------|----|--|--|----|--|--|----|--|--|----|--|--|----|--|--|----|--|--|----|--|--|----|--|--|----|--|--|-----|--|--|
| 7.1.2 | <p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p> <table border="1"> <thead> <tr> <th data-bbox="240 1155 632 1272">Name</th> <th data-bbox="632 1155 906 1272">Principal and/or employed professional(s)</th> <th data-bbox="906 1155 1422 1272">Specific duties</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td></tr> </tbody> </table>                                 |                 |  | Name | Principal and/or employed professional(s) | Specific duties | 1. |  |  | 2. |  |  | 3. |  |  | 4. |  |  | 5. |  |  | 6. |  |  | 7. |  |  | 8. |  |  | 9. |  |  | 10. |  |  |
| Name  | Principal and/or employed professional(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Specific duties |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 1.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 2.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 3.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 4.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 5.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 6.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 7.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 8.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 9.    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 10.   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |
| 7.2   | A Personnel Schedule is not required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |  |      |                                           |                 |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |    |  |  |     |  |  |

If the space provided in the table above is not sufficient to describe the **specific duties**, this space may be utilized for such purpose:

## **C2: PRICING DATA**

### **C2.1 Pricing Instructions**

C2.1.1 Basis of remuneration, method of tendering and estimated fees

C2.1.1.1 Professional fees for the Professional Service Providers will be paid on Value basis as specified in clause C2.1.3

The words "value based" and "percentage based" used in connection with fee types in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning.

C2.1.1.2 **Tenderers are to tender:**

**Fees based upon relevant guidelines for tariff of fees as detailed in this tender** (in the event of the basis for remuneration being indicated above as a "value based" fee)

or

**The different rates for the different categories** in the Activity Schedule for Time Based Fees, column (c) (in the event of the basis for remuneration being indicated above as a "time based" fee)

all as set out below.

C2.1.2 Remuneration for **Professional Service Providers**

C2.1.2.1 **Professional fees shall be calculated as follows for Services rendered by the Service Provider:**

- **In the event of the basis for remuneration being a "value based" fee, of the normal fees tendered plus Value Added Tax, all according to the provisions**

or

- **In the event of the basis for remuneration being a "time based" fee, the different rates tendered for the different categories for Time Based Fees", multiplied by the actual number of hours spent plus Value Added Tax.**

C2.1.2.2 The amount tendered herein is for tender purposes only and will be amended according to the application of the value fee scale *vis-à-vis* the actual cost of construction (if basis of remuneration has been set at "value based" or the actual number of hours for each level (if basis of remuneration has been set at "time based").

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out will be paid in full, irrespective of the percentage or rates tendered as referred to above

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** including all travelling costs, time charges and subsistence allowances related thereto **will be paid for separately.**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees.

C2.1.2.5 All fee accounts must be accompanied by an updated original written certification by the quantity surveyor, if appointed, of the amount(s) on which fees are based. The onus, however, rests on the Service Provider to calculate fees on the appropriate value and according to the correct fee scale, read in conjunction with this Contract.

- C2.1.2.6 All fee accounts need to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.
- C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of the General Conditions of Contract.
- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with the General Conditions of Contract.

### **C2.1.3 Value based fees**

- C2.1.3.1 Fees for work done under a value based fee  
Where value based fees are payable (if basis of remuneration has been set at "value basis"), the Service Provider will be remunerated for Services rendered, subject to the provisions above and subject to the specific terms and conditions stated below and elsewhere in this document. This tariff of fees will be payable for the full Period of Performance.
- C2.1.3.2 Normal services  
The fee for normal services shall be based on the fee provided.
- Where the Service Provider is required to perform a portion of the normal services only, the relevant portion of the fee shall be paid.
- C2.1.3.3 Interim payments to the Service Provider  
For the purposes of ascertaining the interim payments due, the cost of the works, which shall exclude any provisional allowances made to cover contingencies and escalation, shall be:
- the applicable portion of the net amount of the accepted tender, or
  - if no tender is accepted, the net amount of the applicable portion of the lowest suitable tender, unless acceptable motivation can be provided to prove that such amount is unreasonable, or
  - if the contract is awarded by negotiation the negotiated price, or
  - if no tenders are invited or if no suitable tenders are received or if no negotiation is concluded, the estimate. The estimate shall be the one accepted by the Employer as representing the value of the works, which for purposes of interim payments will be deemed to be 80% of the engineers estimate or if appointed, 80% of the quantity surveyors estimate.
- C2.1.3.4 Fees for documentation for work covered by a provisional sum  
Where a provisional sum is included in the bills of quantities for work to be documented at a later stage, the documentation fee in respect of such work shall be remunerated at the time when the documentation has been completed. The fee shall relate to the type of documentation drawn in respect of each section of such work.
- C2.1.3.5 Time charges for work done under a value based fee  
Where time charges are payable according to the rates set out below, will be applicable.

C2.1.3.5.1 Time charges are reimbursable at rates applicable at the time of the actual execution of the specific service. The "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

C2.1.3.5.2 The scale of fees on time charges, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with to the principles laid down below):

- (i) registered professional principals\*: 18,75 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service;
- (ii) registered professionals\*: 17,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg) in the Public Service;
- (iii) registered technicians\*\*: 16,5 cents for each R100,00 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg) in the Public Service.

\*(includes professional architects, professional quantity surveyors, professional engineers, professional technologists [engineering], professional planners and professional construction project managers)

\*\* (includes professional technicians [engineering] professional senior technologists [architectural], principal technologists [architectural] and technical planner).

Hourly rates calculated in terms of (i), (ii) and (iii) above shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

C2.1.3.5.3 Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in (i) above on a project shall be limited to 5 per cent of the total time expended for time charges in respect of the Project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.

C2.1.3.5.4 Notwithstanding the above, where work is of such a nature that Personnel as described in C2.1.3.5.2 (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in (i) and (ii) above, irrespective of who in fact executed the work.

C2.1.3.5.5 Gross annual remuneration in C2.1.3.5.2 (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

C2.1.3.5.6 The salaries referred to in C2.1.3.5.2 (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time, may be claimed.

## C2.1.3.6 Additional Services

### C2.1.3.6.1 Additional Services pertaining to all Stages of the Project

Unless separately provided for hereunder and scheduled in the Activity Schedule, no separate payment shall be made for the additional services. The cost of providing these services shall be deemed to be included in the value based fee tendered for normal services.

### C2.1.3.6.2 Construction monitoring

The construction monitoring requirements are as specified.

(a) If Level One, part time, monitoring has been specified then no separate payment shall be made for construction monitoring staff or for the transport of the monitoring staff. The cost of providing construction monitoring staff and transport shall be deemed to be included in the value based fee tendered for normal services.

(b) If Level Two, full time, monitoring has been specified then provision shall be made in the Activity Schedule for the envisaged site staffing requirements as specified. The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary
- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid etc.
- Levies
- Office equipment
- Relocation cost and accommodation
- Travelling
- Handling cost and profit.

Payment for personnel shall exclude any periods of leave or sick leave. Time sheets for staff shall be included in the monthly fee account submitted to the Employer for payment. Replacement of staff as a result of any extended period of leave or sick leave outside of the normal contractor's year end break shall be to the approval of the Employer.

No separate payment shall be made for the transport of the construction monitoring staff and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

### C2.1.3.6.3 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

### C2.1.3.6.4 Quality Assurance System

No separate payment shall be made for the implementation of a quality management system as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

### C2.1.3.6.5 Lead Consulting Engineer

No separate payment shall be made for assuming the leadership of an Employer specified joint venture, consortium or team of consulting engineers as specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

#### C2.1.3.6.6 Principal Agent of the Client

No separate payment shall be made for assuming the role of principle agent of the Employer if specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

#### C2.1.3.6.7 Environmental Impact Assessment

No separate payment shall be made for the service specified. The cost of providing this service shall be deemed to be included in the value based fee tendered for normal services.

#### C2.1.3.6.8 Other unspecified services

The Employer may order duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not limited to:

- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects and Liability Period
- Diverse other services

Any such additional services that may be required will be remunerated on a Time Basis as set out. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer. Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement thereof.

### C2.1.4 Time based fees

#### C2.1.4.1 Fees for work done under a time based fee

Where time based fees are payable (if basis of remuneration has been set at "time basis" according to the bid as per the NDPW Rates.

#### C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined above, irrespective of whether the person who in fact executed the work functions at a higher category of responsibility and competence.

### C2.1.5 Set off

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

### C2.1.6 Typing, printing and duplicating work and forwarding charges

#### C2.1.6.1 Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 1.

#### C2.1.6.2 Typing and duplicating

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the value based fees and time based fees paid.

**C2.1.6.3 Drawing duplication**

(a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed ~~or~~ may be claimed according to the provisions as in (b) or (c) below.

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

(c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.

(d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as-built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

**C2.1.6.4 Forwarding charges**

(a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.

(b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc, is deemed to be included in the value based fees and time based fees paid.

**C2.1.7 Travelling and subsistence arrangements and tariffs of charges**

Notwithstanding the ruling in C2.1.2.4 above (regarding disbursements and travelling expenses which will not be paid separately), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.7.1 to C2.1.7.5 herein.

**C2.1.7.1 General**

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's malperformance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.7.2 Travelling time  
Fees for travelling time are as set out in Table 8 in the "Rates for Reimbursable Expenses".

Fees are payable for travelling time at the tariff, as set less 2 hours of each journey on time charges for work done under a value based fee. Travelling time will be fully reimbursed.

C2.1.7.3 Travelling costs  
Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 2100 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.7.4 Hired vehicles  
In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1600 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

C2.1.7.5 Subsistence allowance  
The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

## **C2.2 Activity Schedule**

### **C2.2.1 Activities**

C2.2.1.1 The services as defined in the Scope of Services are required. The activity schedule below lists the normal services as defined in the Government Gazetted as well as additional services as defined in the Scope of Services, of this document.

C2.2.1.2 The estimated normal fees have been calculated using the Government Gazetted Tariffs - by applying the applicable fee scale given for a building project, to determine the basic fee and by multiplying the basic fee by the applicable multiplication factor given respectively.

No allowance has been made in the estimated normal fees for the additional services that have been specified to be included in the normal fees. The tenderer shall make provision for the cost of the additional services that are to be included under normal services by adjusting the percentage tendered.

C2.2.1.3 The services are to be provided in stages and the proportioning of the fee for normal services over the various stages shall be as set out in the Government Gazetted Tariffs

C2.2.1.4 The tenderer must make provision for all activities necessary for the execution of the service as set out in the Scope of Services

## APPENDIX D1

### EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES – HEALTHCARE FACILITIES PROJECTS

The Bidder shall provide details of his performance on each of the previous successfully completed projects. "Client Department Reference Scorecards" will be completed by each of the respective Clients for the projects submitted to claim points for previous relevant experience of bidder.

#### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Department of Health Clients or their representatives/agent and to be signed, dated and stamped.

##### PROJECT

NAME/DESCRIPTION.....

Health Facility Type: e.g. (Hospital Core Block, Renovation of clinic):

Client Department:

Total Project Value: .....

Project Duration: .....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE DESCRIPTION SCORE TICK

| DESCRIPTION    | SCORE | TICK | APPROPRIATE<br>SCORING |
|----------------|-------|------|------------------------|
| Very Good      | 5     |      |                        |
| Good           | 4     |      |                        |
| Satisfactory   | 3     |      |                        |
| Poor           | 2     |      |                        |
| Not Acceptable | 1     |      |                        |

Any other remarks considered necessary to assist in evaluation of the Service Provider?

Client Department's contact

person:.....

Telephone: .....

Email

Address:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client's Representative Signature: ..... Date: .....

STAMP

## APPENDIX D2

### EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES – ANY OTHER EXPERIENCE OTHER THAN HEALTH CARE FACILITIES PROJECTS

The Bidder shall provide details of his performance on each of the previous successfully completed projects. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects submitted to claim points for previous relevant experience of bidder.

#### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the other Clients or their representatives/agent and to be signed, dated and stamped.

|                                                |
|------------------------------------------------|
| <b>PROJECT NAME/DESCRIPTION</b> .....<br>..... |
|------------------------------------------------|

**Client Facility Type:** e.g. (Office Block, Renovation of school, Airport terminal etc):  
.....

**Client:**.....

**Total Project Value:** .....

**Project Duration:** .....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE DESCRIPTION SCORE TICK

| DESCRIPTION    | SCORE | TICK | APPROPRIATE SCORING |
|----------------|-------|------|---------------------|
| Very Good      | 5     |      |                     |
| Good           | 4     |      |                     |
| Satisfactory   | 3     |      |                     |
| Poor           | 2     |      |                     |
| Not Acceptable | 1     |      |                     |

Any other remarks considered necessary to assist in evaluation of the Service Provider?  
.....  
.....

**Client Department's contact**

**person:**.....

**Telephone:** .....

**Email**

**Address:**.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

**Client's Representative Signature:** ..... **Date:** .....

STAMP

## **APPENDIX E**

-

Conditions and Procedures Under Which Consultant Civil, Structural,  
Mechanical and Electrical Engineers Are Commissioned By The  
Department of Works – Province of KwaZulu Natal (Rev February  
2007)

 07.02.07

**CONDITIONS AND PROCEDURES UNDER WHICH**

**CONSULTANT CIVIL, STRUCTURAL, MECHANICAL**

**AND ELECTRICAL ENGINEERS**

**ARE COMMISSIONED**

**BY THE**

**DEPARTMENT OF WORKS**

**PROVINCE OF KWAZULU-NATAL**

**(REVISED FEBRUARY 2007)**



**HEAD: WORKS**  
**PRIVATE BAG X9041**  
**PIETERMARITZBURG**  
**3200**

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**CONDITIONS AND PROCEDURES UNDER WHICH CONSULTANT CIVIL, STRUCTURAL, MECHANICAL  
AND ELECTRICAL ENGINEERS ARE COMMISSIONED BY THE DEPARTMENT OF WORKS,  
PROVINCE OF KWAZULU-NATAL**

**O. DEFINITIONS:**

- O.1 In these Conditions, unless inconsistent with the context,
- words of one gender shall include words of the other gender.
  - words importing the singular shall be deemed also to import the plural and visa versa.
  - headings to Clauses shall not serve as a means of interpretation of any such Clause.
- O.2 The following words, expressions and abbreviations shall, unless inconsistent with the context, have the meanings assigned to them hereunder:
- "Province" means the Province of KwaZulu-Natal.
  - "Head" means the Head of the Department of Works of the Province of KwaZulu-Natal.
  - "Department" means the Department of Works of the Province of KwaZulu-Natal.
  - "General Manager" means the General Manager: Strategic & Policy of the Department.
  - "Regional Manager" means the Regional Manager of the Department. A REGION
  - "Manager: Arch. Services" means the Manager: Architectural Services of the Department.
  - "Manager: Q.S. Services" means the Manager: Quantity Surveying Services of the Department.
  - "Manager: E & M Eng. Services" means the Manager: Electrical & Mechanical Engineering Services of the Department.
  - "Manager: C & S Eng. Services" means the Manager: Civil and Structural Engineering Services of the Department.
  - "Liaison Architect" means the Departmental Architect allocated for the service.
  - "Liaison Quantity Surveyor" means the Departmental Quantity Surveyor allocated for the service.
  - "Liaison Engineer" means the Departmental Engineer allocated for the service.
  - "S.A.C.A.P." means the South African Council for the Architectural profession.
  - "S.A.C.Q.S.P." means the South Africa Council for the Quantity Surveying Profession.
  - "A.S.A.Q.S." means the Association of South African Quantity Surveyors.
  - "E.C.S.A." means the Engineering Council of South Africa.
  - "Architect" means the Consultant practice of Architects commissioned for the service.
  - "Quantity Surveyor" means the Consultant practice of Quantity Surveyors commissioned for the service.
  - "Engineer" means the Consultant practice of Structural or Civil or Electrical or Mechanical Engineers commissioned for the service.
  - "Consultant Team" means the group of Professional Consultants (i.e. Architect, Quantity Surveyor and Engineers) commissioned for the service.
  - "Contractor" means the person or persons, partnership, close corporation or company whose tender for the work has been accepted, and who has, or have, signed the Contract, and shall include his or their heirs, executors, administrators, successors, and any representative, duly appointed with the consent in writing of the Head.
  - "Works" means all the buildings, erections or structures (including any omissions, substitutions, alterations or variations thereto) which are to be erected, built or constructed in terms of the Contract and shall include any materials or articles, wherever the same are being manufactured or prepared and whether the same may be on the site or not.
  - "Drawing" means all or any drawings attached to the contract, referred to in the contract or available to the Tenderer at the time of tender, and relating to the contract, and also any working drawings, detailed drawings, or sketches supplied by the Head from time to time for the guidance of the Contractor.
  - "Specification" means the document attached to the contract in which the method of executing the works and the nature of the materials to be supplied are described.
  - "Bills of Quantities" means the document attached to the contract, in which are entered the quantities of work, labour, materials and articles required for the execution of the contract and the rates or prices of the same at which the Department agrees to pay the Contractor.
  - "SOPs" means the Departmental Standard Operating Procedures for Contract Administration.

Not in  
Agreed  
Proc. S.P.

**SECTION A**

**GENERAL CONDITIONS**

**A1. REGISTER OF CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL ENGINEERS:**

- A1.1 The Department maintains panels of registered practices of Engineers of each Discipline practicing in the Province who have applied to the Department and been accepted for inclusion on the Rosters for Engineering commissions.
- A1.2 These panels are extended with each new accepted application and it is incumbent on Engineers to advise the Department in writing of any alterations to the structure of their practices, changes in numbers of staff, change of address and/or telephone and fax numbers, closing down of an office, etc. in order that the Department's records may be kept up-to-date.
- A1.3 For Engineering practices to be eligible for commissions from the Department, their Offices and/or Branch Offices must be under the full-time superintendence of a professional Engineer. Both the Engineer in charge and the Office must be registered with the E.C.S.A. in the appropriate discipline.

**A2. APPOINTMENT OF THE ENGINEER:**

- A2.12 Upon the Head deciding to carry out a project for which the services of an Engineer are required, the Head will offer the Engineer the commission for the service for acceptance in writing within 7 (seven) calendar days of receipt of the letter.
- A2.2 Acceptance of this commission signifies that the Engineer is in a position to commence with the duties on the date consistent with the requirements of the Department and to give priority to the work required under the commission.
- A2.3 The Engineering Service/s required in terms of the commission is/are stipulated in the Letter of Offer of Commission for the project.

**A3. PROFESSIONAL DUTIES:**

- A3.1 The Engineer shall, in addition to the duties specifically stated herein, do and perform all acts, matters and things which are usually done and performed by Engineers in the practice of their professions and shall also give advice in regard to any matter upon which the Head or Consultant Team may from time to time require assistance.
- A3.2 The Engineer shall exercise all reasonable diligence and skill necessary for the proper and prompt execution of the duties called for and shall carry them out in accordance with the procedures of the Department at all times. The scrutiny of project documentation by qualified personnel in the Department will in no way relieve the Engineer of professional responsibility in this regard.
- A3.3 The Engineer is obliged to abide by the Engineering Profession Act, 2000 (Act No. 46 of 2000) and any amendments thereto, by the Regulations framed in terms thereof and by the Constitution, rules and regulations of the E.C.S.A. and any amendments thereto.
- A3.4 The Engineer shall perform all duties as may be prescribed in these Conditions promptly, efficiently and in a manner that will safeguard the Province's interests at all times and in due order and sequence so as not to give the Contractor grounds for complaint or cause for claim against the Province.

**A4. CONSULTANT TEAM:**

- A4.1 The commissioning of other Consultants will, if required, be made by the Head.
- A4.2 The Engineer will be advised of the composition of the Consultant Team, and of the names and addresses of the Architect, Quantity Surveyor and other specialists who have been or will be commissioned, to undertake services in connection with the project.
- A4.3 The Engineer will be required to provide the other Consultants with all necessary information relating to the

service. The Engineer must at all times keep the other Consultants fully informed of the development and changes or variations proposed in the design of the project. The Engineer is to assess the impact of any change on the work of other Consultants before the contemplated change is initiated.

- A4.4 Should the Engineer neglect or delay to notify the other Consultants of any changes or deviation to the project which results in unnecessary fruitless work and resultant fees, the Engineer will be held responsible for the payment of these costs.
- A4.5 Where the Engineer requires professional services other than those Consultants already commissioned for this project, he must motivate his need in writing to the Head. This applies to the commissioning of any other Consultants, Land Surveyors, Soil and Geotechnical Consultants, etc. All such professional commissions will only be made on the authority of the Head.
- A4.6 It may happen from time to time, or as needed by the Department, that two or more Engineering practices of the same discipline are commissioned for one service. In such cases, a Lead Consultant will be appointed by the Head, through whom all liaison will take place. Normal fees applicable to the service will be paid to the Lead Consultant and must be divided by the engineering practices according to their own agreement. Responsibility in such cases will be applied to the Lead Consultant commissioned, including Professional Indemnity Insurance.

**A5. PRINCIPAL AGENT:**

- A5.1 A Principal Agent will be appointed by the Department and shall be responsible for leading and the co-ordination of the work of the Consultant Team comprising architects, engineers, quantity surveyors and other specialists as may be required..
- A5.2 The Principal Agent must check the work of the other Consultants in so far as it is necessary to ensure that all the work of the other Consultants is co-ordinated and shall *inter alia* be responsible for the arranging and holding of meetings as necessary and for the taking of minutes and distribution thereof.
- A5.3 On projects where the scope of work is only of a Civil or Structural or Mechanical or Electrical nature, the Engineer of that particular discipline will act as Principal Agent without additional remuneration.
- A5.4 Strict control must be exercised to ensure that time and cost programmes are adhered to and that milestones are met.

**A6. BRIEFING MEETING:**

- A6.1 As soon as possible after acceptance of the offer of commission, the Regional Manager will convene a Briefing Meeting, with the Managers: Architectural, Quantity Surveying and Engineering Services or their representatives being present, which all members of the Consultant Team will be required to attend.

**A7. LIAISON PLANNING COMMITTEE MEETINGS:**

- A7.1 Meetings will be convened by the Principal Agent, who must ensure that minutes of the meetings are kept and circulated to all who need to be kept informed. These meetings are to be known as the Liaison Planning Committee Meetings. The first meeting must be attended by all members of the Consultant Team and all Departmental Liaison Officials.
- A7.2 Subsequent meetings are to be held, on a regular basis, at the discretion of the Liaison Planning Committee, to which the Departmental Liaison Officials must be invited.

**A8. ATTENDANCE AT MEETINGS:**

- A8.1 The Engineer must (at no additional cost to the Province in regard to fees) attend meetings of the Department and Committees whenever required to do so for the purpose of submitting or explaining drawings or documents or for giving information or advice in regard to the Works or any matters arising therefrom or in connection therewith.
- A8.2 The Engineer shall also attend all meetings necessary for the proper execution of the Works including planning meetings, site meetings and any other meetings deemed necessary by the Head. No additional fees or remuneration shall be payable to the Engineer for attendance at such meetings as are necessary for the fulfilment

of the basic service of the Engineer.

**A9. ATTENDANCE AT SITE MEETINGS:**

- A9.1 The Principal Agent shall decide which of the Consultants shall attend the site meetings, taking into account the nature and stage of the project.

**A10. DOCUMENTATION PROGRAMME:**

- A10.1 When the Briefing Meeting is held, the conditions relating to the timeous completion of Sketch Plans, Estimates, Preliminary Designs and other documentation will be stated.

**A11. CO-ORDINATION OF ALL PRE-TENDER ACTIVITIES:**

- A11.1 The Principal Agent shall co-ordinate all pre-tender activities and shall furnish the Head with a work programme and time schedule for the production of all preliminary and design work, full documentation and estimates of cost, including all fees. Allowance for suitable periods for approvals must be made in consultation with the Head.

**A12. MONTHLY REPORTS:**

- A12.1 The Principal Agent shall once a month during the pre-tender stage submit a report on the progress of the service to the Head. The report must confirm, or otherwise, the tender date anticipated at, and resulting from, Consultant Team meetings.

**A13. QUANTITY SURVEYOR:**

- A13.1 If the Department undertakes any necessary quantity surveying work departmentally or commissions and pays a Quantity Surveyor to prepare Bills of Quantities for the Works, the Engineer shall furnish the Quantity Surveyor with all such information as may be required, including working drawings, detail drawings, specifications, and whatever other information is necessary to enable the Bills of Quantities to be prepared.

- A13.2 The Department may also commission the Quantity Surveyor for the purpose of enabling the Principal Agent to certify payments to the contractor during the progress of the Works, on due completion thereof, and at any other time in accordance with the Contract, also to ascertain the amount of the increased or reduced cost of labour and materials as set forth in the Bills of Quantities, and from time to time and upon the completion of the work to adjust any variations in the Contract Sum or sums arising out of authorised variations. The Quantity Surveyor will furthermore be required to prepare cost reports during the planning stage as well as quarterly cost reports during the contract period and provide same through the Principal Agent to the Department, and all possible assistance must be rendered to ensure that these reports are accurate at the time of their preparation.

- A13.3 The Engineer shall supply the Quantity Surveyor with all information necessary for the above purpose.

- A13.4 Where no Quantity Surveyor is appointed, the Engineer may be required to fulfil the Quantity Surveyor's function.

**A14. TERMINATION OF COMMISSION:**

- A14.1 The commission of the Engineer may be terminated by the Head or by the Engineer at any time upon reasonable notice being given except on a service where litigation is in progress or is pending.

- A14.2 Should the composition of the practice at partner level be changed during this commission, the Head reserves the right to terminate the commission with immediate effect and to commission any other Engineer at the sole discretion of the Head.

- A14.3 In the event of the Engineer responsible for the project dying or leaving the practice or becoming unable to perform his functions or duties at any stage under this commission or if the structure of the practice is altered in any way after acceptance of the commission, the Head will have the right to decide whether the commission is to remain with the commissioned practice or whether the commission shall be terminated.

- A14.4 In the event of any of the above changes occurring, it is incumbent on the Engineer or his representative to immediately notify the Head in writing. A response shall be given by the Head in writing and until such time the

original commission together with all its responsibilities *vis-a-vis* the Engineer shall remain in force.

- A14.5 In any event of termination of this commission whatsoever, the Head will be entitled to the receipt of all documentation, drawings, papers and copies of computer disks (if applicable) in the possession of the Engineer and related to the project and the Head may choose to withhold any outstanding payments until the receipt of same. The Head furthermore reserves the right to use such documentation for the purposes of completing the project in whichever way the Head deems necessary.
- A14.6 Upon such termination of this commission, or suspension or abandonment of the Works, the Engineer shall receive only such portion of the remuneration for the service calculated as a proportion to the amount of work completed at the date of termination, suspension or abandonment and based on the remuneration forming part of this commission. The Head may furthermore deduct any additional amounts as are deemed to be due by the Engineer to the Department.
- A14.7 In the event of a commission being terminated at a stage of the project when fee calculations are based on an estimated value for the Works because no tender sum is available, the Head shall have the right to adjust any such estimate which she/he deems to be inflated.
- A14.8 The Head may suspend, cancel or abandon the whole of the project or any part thereof at any stage and, in that event, no damages shall be claimable by the Engineer in addition to the remuneration laid down as herein specified.
- A14.9 Should the Engineer's failure to exercise his duties with reasonable diligence result in damage to the Department, the latter shall be entitled without prejudice to any other existing rights to claim such damage and deduct the same from any monies due under this commission or any other commission heretofore or hereafter existing between the Engineer and the Department.
- A14.10 Upon termination of this commission by either party, the Engineer shall still be required to accept responsibility and will be liable to the Head for giving of advice upon any portion of the work already executed by the Engineer or Contractor for the project.
- A14.11 The Head may claim damages from the Engineer if he fails or neglects to meet his obligations in terms of this commission.

**A15. SEQUESTRATION, LIQUIDATION AND JUDICIAL MANAGEMENT:**

- A15.1 If the estate of the Engineer is sequestrated or liquidated or if he be placed under judicial management or an administration order is issued against him by any Court, the Head shall have the right to make other arrangements at her/his own discretion for the completion of the engineering work specified herein and to recover any additional cost from her/his estate without prejudice to its rights to lodge claims in respect of damages that the Department may suffer.

**A16. INCAPACITY OR DEFAULT OF ENGINEER:**

- A16.1 Should the Engineer become incapacitated, or for any reason be unable to perform his duties under this agreement, or should he delay the carrying out of any of the provisions of the commission, then the Engineer or his representative shall, if instructed to do so by the Head, hand over all drawings, computer disks, documents and papers whatsoever relating to the Works, provided that there shall be a lien on the said drawings, documents and papers until such equitable proportion of any unpaid balance of the remuneration hereinafter specified shall be agreed upon and paid or in default thereof, determined in the manner hereafter stated. No additional surcharge shall be payable to the Engineer.

**A17. ARBITRATION:**

- A17.1 In case any dispute shall arise between the Department and the Engineer out of the interpretation of these Conditions, such dispute shall, unless otherwise settled between the Head and the Engineer, be first referred to a special committee appointed jointly by the Head and the KwaZulu-Natal Branch of the South African Association of Consulting Engineers.
- A17.2 If they fail to reach agreement, the Head shall, at his sole discretion decide to refer the matter to either litigation

or arbitration. Should the latter course of action be decided upon the arbitrator shall be appointed jointly by the Province and the President of the South African Association of Consulting Engineers and the decision of the Arbitrator shall be final and binding on both parties.

**A18. PROFESSIONAL INDEMNITY INSURANCE:**

A18.1 It is a condition of the commission that the Engineer shall be insured with an insurance company registered in the Republic of South Africa and proof of adequate cover and the duration thereof, may be required to be furnished, to the satisfaction of the Head. The professional indemnity policy shall, without limiting the amount for which the Engineer may be liable, provide cover against the following:-

- (a) Loss or damage suffered by the Department by reason of any error, omission or neglect amounting to breach of professional duty by the Engineer or the Engineer's employees in the discharge of his/her duties under the commission.
- (b) Liability for death or injury to any Third Party arising from error, omission or neglect amounting to breach of professional duty in the design of the Works for which the Engineer is responsible.
- (c) Any loss or damage arising from a breach by the Engineer of his obligations in terms hereof.

**A19. ALTERATIONS TO APPROVED DESIGN:**

A19.1 The Engineer shall not make any material alteration, addition or omission to any approved design without the written consent of the Head, except in cases of emergency or necessity during construction or on the direct instruction of the Department.

**A20. REPLANNING:**

A20.1 The Engineer must be aware of, and must make all the other Consultants aware that any costs incurred due to any replanning caused by the non-compliance with space and cost limits shall be for the various Consultant's own accounts.

**A21. COMMUNICATION WITH CLIENT DEPARTMENTS:**

A21.1 Under no circumstances may any instructions regarding variations to a service be accepted from the Head of an institution, his staff or management committee unless express authority has been given in writing by the Head. All matters must be referred to the Head for liaison with the Client Department.

**A22. COPYRIGHT:**

A22.1 The copyright of all drawings and other documentation prepared by the Engineer shall vest in the Head who shall be entitled to use any or all of them for other services but not including the repetition of a engineering design without prior agreement with the Engineer or unless otherwise specified at the outset of the project. In the event of termination of this commission, the Head reserves the right to the use of the documentation for the completion of the project as and how he deems necessary.

**A23. NON-ASSIGNMENT:**

A23.1 The Engineer shall not have the right to assign or transfer any benefit or obligation under this commission to a third party who is not his partner.

A23.2 No part of this commission may be sub-let to any other Engineer without the prior approval of the Head. Failure to observe this condition shall entitle the Head to cancel this commission without any remuneration benefit.

**A24. NATIONAL PUBLIC WORKS PROGRAMME:**

A24.1 Where it is a specific requirement that the project will be in line with the objectives of the National Public Works Programme, the Consultant Team is requested to ensure the following on all projects under their commission:-

- (a) Enhancement of local employment opportunities e.g. by enabling the use of local contractors, using

labour intensive approaches and applying appropriate planning, design technology and contract documentation including contract structuring. It will be required to review standard documentation and specifications to ensure that they contain no clauses which are in conflict with this objective.

(b) Provision for technical and organisational training as an integral part of the contract. Financial provision for training must be made within the existing cost limit.

(c) Stimulation of the local community e.g. by utilising local human and other resources.

A24.2 It may be required from the Consultant Team to furnish the Head with a statement of intent outlining the process the Consultant Team intends adopting to achieve the objectives as set out above.

**A25. DISCLOSURE OF INFORMATION:**

A25.1 The Engineer is not to divulge any information of any kind whatsoever during the validity of this commission or at any time thereafter in respect of the nature, costs or established costs of the works to any person not officially concerned with the project unless with prior written approval of the Head.

**A26. LANGUAGE MEDIUM:**

A26.1 The language medium for all documentation related to the project shall be in English.

**A27. PAYMENT FOR ENGINEERING WORK DONE:**

A27.1 On payment by the Department for any aspect of the work associated with this project, the Engineer shall make available to the Department any copies of such material as are deemed necessary.

**A28. DOCUMENTATION CARRIED OUT ON COMPUTER BASED SYSTEM:**

A28.1 Should any or all of the documentation associated with the project be carried out on a computer based system, the Department will have the right (without additional cost) to copies of disks or other approved forms of storage of this information for its own purposes. This may be requested at any stage of the project.

**A29. NOTICES:**

A29.1 The Engineer will receive the following notifications:-

- (a) Letter of approval of sketch plans;
- (b) Provincial Gazette Notice for Tender;
- (c) Acceptance of Tender;
- (d) Confirmation of Site Handing Over;
- (e) Decision in regard to requests by the Contractor for extensions to the Contract Period.
- (f) Confirmation of Completion (First Delivery);
- (g) Confirmation of Final Delivery.

**A30. INFORMATION CIRCULARS:**

A30.1 The Engineer may from time to time receive "Information Circulars" and other instructions. He shall ensure that each new instruction is acted upon at the appropriate time and, where applicable, included in all new documentation prepared by him.

**A31. NOTES FOR THE GUIDANCE OF ENGINEERS:**

A31.1 The Engineer shall execute his commission in accordance with the requirements contained in this document and in any Guide, etc., which may be issued with this document.

**A32. DEPARTMENTAL STANDARD OPERATING PROCEDURES FOR CONTRACT ADMINISTRATION (SOPs):**

The Engineer is referred to and shall take cognisance of the Departmental Standard Operating Procedures for

Contract Administration which may be viewed at, and downloaded from, <http://kwazulu.net> which is the Provincial website – select “Works” and follow instructions.

## SECTION B

## PROCEDURES AND SERVICES

The procedures and Normal services shall mean the full professional services as are customarily performed by the Professional Engineers for CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL SERVICES PERTAINING TO BUILDING PROJECTS in terms of Government Gazette No. 8245 Notice No. R.1113 dated 11 June 1982 and amendments thereto and this commission (refer to Letter of Offer of Commission for service required and any special conditions) and are as follows:

### **B1. REPORT STAGE:**

#### **B1.1 REPORT ON PRELIMINARY PROPOSALS:**

B1.1.1 The preparation and submission of a report embodying preliminary proposals or feasibility studies, including *inter alia* any investigations, advice, consultations and recommendations necessary for planning to commence, for consideration by the Head.

#### **B1.2 ESTIMATES:**

B1.2.1 The Head will give the Engineer the estimated cost for the works based on the accommodation schedule.

B1.2.2 The Engineer shall be required, in consultation with the Consultant Team, to assist the Quantity Surveyor in the preparation of the estimate with the civil/structural content and/or prepare estimates of cost for the mechanical/electrical installations for the proposed scheme based on the Architect's sketch plans.

B1.2.3 The Engineer must also be available to advise the other Consultants of the economics of the scheme in respect of the civil/structural works and the mechanical/electrical installations during the preparation of the sketch plans.

B1.2.4 When submitting the estimates it must be clearly stated if there are any exclusions and if there have been any contingencies allowed. (Professional fees and escalation should not be allowed for in the estimate).

#### **B1.3 DOCUMENTATION PROGRAMME:**

B1.3.1 After the sketch plans have been approved a further programme for full documentation will be determined by agreement with the Consultant Team and the Head.

### **B2. PRELIMINARY DESIGN STAGE:**

#### **B2.1 DEVELOPMENT OF PRELIMINARY PROPOSALS:**

B2.1.1 The development of preliminary proposals or the basic planning of the works, including *inter alia* the preparation of preliminary plans, line diagrams, schematic layouts and estimates, for consideration by the Head.

#### **B2.2 WORKING DRAWING STAGE:**

B2.2.1 The Engineer must be available to give advice to the other Consultants on all aspects of design, alternative methods of construction, installations, materials, specifications and other similar matters during the preparation of the Architectural working drawings.

### **B3. DESIGN AND TENDER STAGE:**

#### **B3.1 PREPARATION OF DOCUMENTATION:**

B3.1.1 The development of the preliminary designs into working drawings and the preparation of all documents necessary to enable the Works to be tendered for or otherwise placed by the Head including *inter alia* general arrangement drawings and estimates of steel reinforcing required for the Bill of Quantities.

### B3.2 REQUIREMENTS OF DESIGN:

- B3.2.1 The Engineers shall complete the design, drawings and particular specifications or Bills of Quantities (where the Engineer has been specifically appointed to prepare Bills of Quantities) to the approval and satisfaction of the Head and, in so far as the overall design affects the Architectural design, to the satisfaction of the Architect. Unless otherwise agreed beforehand by the Head, the design shall be in conformity with the relevant latest Standard or Code of Practice prepared by the South African National Standards. Where such a standard is not available, an appropriate Standard or Code of Practice must be adopted.

### B3.3 APPROVAL OF DRAFT DOCUMENTS AND COPIES OF TENDER DOCUMENTS:

- B3.3.1 After the Engineer has completed the specification and drawings for a service, two copies of such documents must be delivered to the Head for approval prior to tender stage. These documents must be signed by the Professional Engineer in charge of the office and authorized to sign on behalf of the Engineer, be titled as draft documents on the front cover page of the document. After these documents have been examined by the Head, the Engineers, when so instructed, shall continue with the compilation of the final tender documents.
- B3.3.2 Although the documents may be examined by qualified personnel of the Department, this will in no way relieve the Engineer of his professional responsibility for the proper and prompt execution of his duties as stated in the abovementioned Government Gazette.
- B3.3.3 At the time the Engineer is ready to run off the copies of the tender documents, he must ascertain from the Head the number of copies of tender documents required for tender purposes. These documents must be neatly bound according to the Head's requirements.
- B3.3.4 The Engineer shall prepare a revised and updated estimate when he has completed the final tender documents. The final estimate must accompany the final tender documents to the Head or the Quantity Surveyor.

### B3.4 DRAWINGS AND SPECIFICATION TO QUANTITY SURVEYOR:

- B3.4.1 The Engineer, having had the working and detailed drawings and specification examined in the manner agreed, shall furnish sufficient copies all signed to the Quantity Surveyor for measuring purposes. The Engineer shall ensure that the Quantity Surveyor is provided with all further information and details to enable the Quantity Surveyor to complete the Bills of Quantities.

### B3.5 PROVISIONAL SUMS AND PRIME COST (P.C.) ITEMS:

- B3.5.1 Provisional Sums and P.C. Items should be avoided if possible and may only be included in tender documents to the extent agreed to by the Head.
- B3.5.2 Where the Head has agreed to mechanical or electrical installations being undertaken under a provisional sum, each installation must have its own provisional sum and no provisional sums other than statutory fees, are to be included in documentation for a Nominated Sub-Contract. A nominated sub-contract within a nominated sub-contract will not be permitted.

### B3.6 BILLS OF QUANTITIES: NOMINATED SUB-CONTRACTS:

- B3.6.1 The Engineer shall, when a mechanical or electrical installation is to be undertaken as a nominated sub-contract, supply the Quantity Surveyor with the correct estimate of costs in order that the estimates may be included in the main Bills of Quantities together with a complete Bills of Quantities that may be used in the compilation of nominated sub-contract documents for tender purposes. The Engineer will be responsible for the compilation of the Bills of Quantities in this case.

### B3.7 BILLS OF QUANTITIES: "ALL-IN" CONTRACTS:

- B3.7.1 The Engineer shall, when a mechanical or electrical installation is undertaken as part of an "all-in" contract, supply the Quantity Surveyor with a complete specification and set of drawings. The Quantity Surveyor will be responsible for the measurement of the Bills of Quantities. If the Quantity Surveyor requests the Engineer to measure the Bills of Quantities he will be responsible for the remuneration of the Engineer.

### B3.8 BILLS OF QUANTITIES: DIRECT CONTRACTS:

- B3.8.1 The Engineer shall when a mechanical or electrical installation is undertaken as a direct contract, supply the Head with a complete Specification, together with Bills of Quantities, Conditions of Contract, etc., and an accurate estimate of the cost of the services for the invitation of tenders.

### B3.9 SPECIFICATIONS:

- B3.9.1 The specifications must describe in detail the method and materials to be used in the execution of the installations and the nature of labour and material to be used and all the technical detail required to enable the installations to be undertaken in a satisfactory manner. The format of the specification must be clear and concise such that it will enable the engineering requirements of the project to be readily interpreted.
- B3.9.2 All specifications must include the type and nature of training and training programmes that have to be implemented during the execution process.
- B3.9.3 Where the Civil and Structural Engineer requires specific specifications included in the Bill of Quantities, that are not covered by "Standard Preambles to All Trades", the specification must be approved by the Head before being forwarded to the Quantity Surveyor for inclusion in the Bills of Quantities.

### B3.10 BILLS OF QUANTITIES: NOMINATED SUB-CONTRACTS AND DIRECT CONTRACTS:

- B3.10.1 The Bills of Quantities must be prepared using a recognised method accepted as being good measuring practice and must be set out and referenced in such a manner as would make all workings of the preparation of the Bills of Quantities easy for the Departmental Electrical and Mechanical Section to follow, should the documentation be called for by the Department.
- B3.10.2 When the Bills of Quantities are complete and before tenders are invited, all discrepancies between the Bills of Quantities, drawings, specifications and any other documents must be rectified in order that all the documents agree in every respect when tenders are invited.
- B3.10.3 All Contract Conditions, Preliminaries clauses and Contract Price Adjustment Provisions must in the case of Nominated Sub-Contracts be identical to those contained in the Main Bills of Quantities.
- B3.10.4 The contract period for "all-in" contracts and sub-contracts is to be concurrent with the Main Contract unless other specific contract periods are required for the sub-contracts.
- B3.10.5 The penalty for non-completion within the Contract Period or extended Contract Period in respect of Direct Contracts is to be in accordance with the scale of penalties set out in the SOPs unless approval is given by the Head for a different penalty to be specified.

### B3.11 PROCEDURES FOR INVITATION OF TENDERS:

- B3.11.1 The Engineer must ensure that procedures for the invitation of tenders are followed in accordance with the requirements of the Head.
- B3.11.2 The invitation of tenders and the acceptance of a tender shall be the function of the Head.
- B3.11.3 The necessity for any addenda or corrigenda to tender documents during the tendering period is to be discussed with the Head in the first instance and the Head will give guidance on the procedures to be followed.
- B3.11.4 On receipt of advice that the documents have been completed, the Department will advertise the service for tender, by notice in the Provincial Gazette and/or Press. Documents will be made available to tenderers from the office specified in the Tender Invitation advertisement.
- B3.11.5 The Engineer will receive a copy of the Provincial Gazette Notice (this will specify the date of issue and issuing office for documents, the date tenders close, the length of the binding period, etc.).

### B3.12 PERUSAL DRAWINGS:

B3.12.1 Where Engineering drawings are to be used for perusal purposes, these must be at the office at which tender documents are issued by 08:00 on the first day that tender documents are available.

**B3.13 TENDER REPORT:**

B3.13.1 On receipt of tenders by the Head, the Engineer shall, if requested and without extra remuneration, render to the Head, his skilled and confidential advice upon the tenders received with particular reference to the tender sums and any knowledge of the tenderers and prepare a comprehensive report and recommendation to the Head.

B3.13.2 The Engineer must ensure that the Tender Report is compiled in accordance with the requirements of the Head and that this is submitted to the Head as programmed to meet the relevant dates for the processing of the Report and the award of the contract.

**B3.14 CHECKING PRICED NOMINATED SUB-CONTRACT OR DIRECT CONTRACT TENDER DOCUMENTS:**

B3.14.1 The tender documents submitted with the tender will contain priced schedules or priced Bills of Quantities. The Engineer will receive the tender documents and shall check that the priced schedules or Bills of Quantities are arithmetically correct.

B3.14.2 The Engineer shall satisfy himself that the rates and prices are in order and if not, call for adjustments or rectification of the rates and prices as he may require without changing the final Tender Amount, only after the acceptance of a tender.

B3.14.3 Only if the successful tenderer and the Engineer cannot agree on a fair rate or price should the Head be requested to give a ruling.

B3.14.4 Once the rates and prices are in order, the extensions and costs must be checked and the whole document rectified, if necessary, to balance with the amount of tender.

**B3.15 NOMINATED SUB-CONTRACT DOCUMENTS:**

B3.15.1 It is the Main Contractor's responsibility to ensure that Nominated Sub-Contract Documents are signed by the Main Contractor and the Nominated Sub-Contractor/s.

**B3.16 PRICED NOMINATED SUB-CONTRACT DOCUMENTS:**

B3.16.1 The Engineer having checked the priced schedules or priced Bills of Quantities shall provide the following documents to the Head.

|                           |   |            |              |
|---------------------------|---|------------|--------------|
| Main Contractor           | - | One priced | One unpriced |
| Nominated Sub-Contractor- |   | One priced | One unpriced |
| Architect                 | - | One priced |              |
| Department                | - | One priced |              |
| Regional Manager          | - | One priced | One unpriced |
| Quantity Surveyor         | - | One priced |              |

B3.16.2 All the above documents are to be submitted to the Head who will arrange for the distribution at the time of issue of the letter to the Main Contractor requesting him to accept a nominated sub-contract or the cost of reproducing the documents will be paid by the Department.

**B3.17 ACCEPTANCE OF TENDER FOR NOMINATED SUB-CONTRACT:**

B3.17.1 The Head will notify the Main Contractor of the acceptance of the tender. A copy of the letter will be sent to the Engineer.

B3.17.2 The letter to the Main Contractor will state the amount of nominated sub-contract tender. The Engineer is to ensure that the priced tender document total and the tender amount correspond.

**B4.1 HANDING OVER SITE TO MAIN CONTRACTOR:**

B4.1.1 The date for the handing over of the site to the Main Contractor will be arranged by the Head in consultation with all persons concerned and the Principal Agent will be notified who will in turn notify the rest of the Consultant Team and the Main Contractor accordingly.

B4.1.2 The handing over of the site to the Main Contractor will be performed by the Principal Agent and the Engineer must be present.

#### B4.2 INSPECTION AND SUPERVISION:

B4.2.1 The Civil and/or Structural Engineer is to pay particular attention to the requirements of regulation 3.1.1.4.7 and in particular to generally inspecting the execution of the portion(s) of the Works for which he is responsible for compliance with the contract at such intervals as the Civil and/or Structural Engineer may deem necessary to safeguard the Province's interests at all times.

B4.2.2 The Mechanical and/or Electrical Engineer is to pay particular attention to the requirements of regulation 4.1.1.4.7 and in particular to generally inspecting the execution of the portion(s) of the Works for which he is responsible for compliance with the contract at such intervals as the Mechanical and/or Electrical Engineer may deem necessary to safeguard the Province's interests at all times.

B4.2.3 Where any Engineer is of the opinion that additional detailed and day-to-day site inspections, etc., are necessary, in excess of that customarily performed, he shall first submit a letter of motivation and an estimate of his fee for these additional inspections, etc. to the Head and obtain written permission from the Head for the additional service.

B4.2.4 Should the Head require him to do so, the Engineer shall appoint such competent site staff as is necessary for efficient day-to-day inspections, checking, quality control, measuring-up of work, agreeing quantities, etc.

#### B4.3 CLERK OF WORKS:

B4.3.1 On services for which the Head decides that a Clerk of Works is warranted, he will appoint the Clerk of Works and pay his salary.

B4.3.2 The employment of a Clerk of Works by the Head shall not relieve the Engineer of any of his responsibilities under this appointment, although the Engineer may instruct the Clerk of Works on any matter applicable to the engineering design.

B4.3.3 The Clerk of Works may, for example, perform the following:

- (a) Foundation re-measurement in the case of structural work.
- (b) Assist the Engineer with the checking of engineering requirements and openings for engineering services related to the structure in the case of engineering work.
- (c) Assist in the supervision during the progress of the service.

#### B4.4 ADDITIONS AND OMISSIONS:

B4.4.1 The Engineer is authorised to give any instructions on behalf of the Head, which may be necessitated by constructional emergencies, only. The Engineer must request authorization of such variations to the Works prior to issuing instructions as may be reasonably considered essential for safeguarding the interests of the Department in carrying out the said Works, provided that no expenditure in excess of the authorised financial provision results therefrom.

B4.4.2 Save as is specifically provided herein, the Engineer shall not make any alterations in materials, or authorise any variations to the Works as set forth in the Contract Documents, without first obtaining the consent of the Head in writing. In the event of any such variation as aforesaid appearing to the Engineer to be necessary, the Engineer shall immediately advise the Head thereof so as to avoid any delay in the execution of the Works and obtain the Head's approval after submission of a motivation which includes anticipated cost implications.

B4.4.3 All instructions given to the Engineer by the Head in terms of this Clause shall be conveyed to the Principal Agent for him to inform the Main Contractor and the Quantity Surveyor within forty-eight hours and

subsequently for the Principal Agent to confirmed in writing.

- B4.4.4 No agreement must be made with the Main Contractor in connection with any price, measurement, etc. without consulting the Quantity Surveyor. The phrase "to be measured and priced on completion" must be used, if necessary.

B4.5 SITE INSTRUCTIONS:

- B4.5.1 The site instruction book will be issued by the Department and must be safeguarded and be available on the site at all times, and its use limited to defined persons such as the Principal Agent, other Consultants and the staff of the Department. It must be stressed that site instructions must be recorded in this book, but only become an instruction once it has been confirmed by signature of the Principal Agent.

- B4.5.2 Site Instructions to the Main Contractor must be recorded in the instruction book and copies are to be distributed as follows:

|                     |   |                                 |
|---------------------|---|---------------------------------|
| Original white copy | - | to remain in the book, on site. |
| pink copy           | - | to the Principal Agent          |
| green copy          | - | to the Quantity Surveyor        |
| yellow copy         | - | to the Main Contractor          |

- B4.5.3 All site and other instructions, relating to the contract, whether verbal or telephonic, must be recorded in the site instruction book and signed by the Principal Agent and the Main Contractor.

- B4.5.4 Where Bills of Quantities form part of the contract documents, no financial arrangements concerning variation orders, or their assessment, must be entered into with the Main Contractor without the Quantity Surveyor having been consulted in the first instance.

- B4.5.5 No changes or alterations to the service, discussed during the course of site meetings, may be implemented until a formal instruction has been recorded in the instruction book or, where a site instruction necessitates it, a variation order has been issued.

- B4.5.6 Any change contemplated by the Engineer that would affect the design of the building must be referred to the Principal Agent before the instruction is written in the instruction book

B4.6 ATTENDANCE AT SITE MEETINGS:

- B4.6.1 The Engineer shall attend all site meetings and site inspections when requested to do so by the Principal Agent or the Main Contractor in order that the Engineer can monitor and check the respective services and assist the Principal Agent in providing answers to questions raised in connection with the works (including nominated sub-contracts).

- B4.6.2 The Engineer shall, where possible, arrange for valuations for progress payments to coincide with the site meetings and these visits must be used to undertake as much on site measurements as possible for final account purposes.

- B4.6.3 Should the Engineer need to visit the site for the purpose of taking on site measurements or for any other reason that may occur, he must obtain prior written authority from the Head in respect of or services where the distance from his office to the site exceeds the limit beyond which the Department is liable for payment of travelling expenses.

B4.7 SUB-CONTRACTORS:

- B4.7.1 The Engineer shall ensure that the commencing dates of Nominated sub-contracts correlate with the Main Contractor's Progress Chart.

- B4.7.2 In cases of "all-in" contracts, the names of all specialist domestic sub-contractors intended to be used on site will be declared by tenderers as part of the tender, in order that such sub-contractors can be evaluated by the Engineer.

B4.8 WEEKEND AND HOLIDAY WORK:

B4.8.1 This may only be undertaken on written request to the Head for her/his approval, and with the full approval of the Industrial Council where such Council exists or has jurisdiction. All work undertaken must remain exposed for inspection by the Engineer.

**B4.9 PHASED COMPLETION:**

B4.9.1 Any special requirements by the Client Department are to be carefully explained in the Tender Document/Bills of Quantities and it must be ensured that the Main Contractor's Progress Chart reflects such special requirements.

**B4.10 CLAIMS FOR DELAY:**

B4.10.1 These must be recorded at the time of occurrence, and thereafter substantiated and claimed in writing by the Main Contractor in terms of the Conditions of Contract within 21 days of any such cause of delay. Public Holidays and the recommended Builders' Holidays are included in the contract period.

B4.10.2 All claims for delay relating to Nominated Sub-Contracts must be timeously submitted to and made through the Main Contractor.

**B4.11 EXTENSION OF CONTRACT PERIOD:**

B4.11.1 The Main Contractor must submit any requests for extensions of the contract period to the Principal Agent within 21 days of cause. The Principal Agent will then evaluate and forward them to the Head with his comments and recommendation. The Main Contractor and Principal Agent will be informed of the decision.

B4.11.2 Requests for extensions of contract periods originating from Nominated Sub-Contracts must be timeously submitted to the Main Contractor by Nominated Sub-Contractors.

**B4.12 PENALTIES AND CONTRACT PERIODS:**

B4.12.1 All penalties for non-completion of the Works by the Main Contractor must be imposed in full if the contract completion date or extended contract completion date has been exceeded.  
In order to ensure that Contractors are not unreasonably or unfairly penalised in this regard, the following steps should be taken in connection with all contracts:

- (a) At the site handing over and at regular intervals thereafter the Main Contractor's attention should be drawn to the contract completion date. This must be stressed when it is obvious that the Main Contractor is not maintaining the progress indicated on his progress chart.
- (b) Extensions to the contract period must be claimed within 21 days of a valid reason for an extension occurring. The request must not be delayed until the end of a contract, at which stage the extent and the reasons for the extension have become vague, even though it might appear during the early stages of a contract that the Main Contractor will not require an extension of the contract period.

**B4.13 COMPLETION OF BUILDINGS:**

B4.13.1 When buildings, or in certain cases sections of buildings, are complete in terms of the Conditions of Contract, the Principal Agent will proceed as follows:

**(a) "Pre-First Delivery":**

When the Main Contractor has stated that, in his opinion, the works are complete and ready for occupation, the Principal Agent, together with Consultants concerned (i.e. Electrical and Mechanical) and the Inspectorate staff will carry out an inspection of the Works. Where necessary any outstanding work, defects or inadequacies in terms of the contract are to be listed and such list handed to the Main Contractor for attention.

This list is for guidance only and is not to be deemed to be all inclusive.

**(b) Completion Certificate "First Delivery":**

- (i) On completion of all unsatisfactory or incomplete work, a further inspection will be carried out by the Principal Agent, Consultants concerned, the Regional Manager and the Main Contractor

and, if the works are acceptable, a Completion Certificate will be issued.

- (ii) "First Delivery" of the civil, structural, electrical and mechanical sub-contracts will be included with the "First Delivery" of the Main Contract.
- (iii) The Engineer must obtain from the respective sub-contractors all statutory certificates (e.g. Electrical Compliance Certificate, Truss Design Certificates (TR1 and TR2), etc.) and maintenance manuals at the time of issuing the Completion Certificate.
- (iv) The Principal Agent, when applicable, will advise the Head in writing that the service has been taken over from a specific date and state that the maintenance period commenced from that date.
- (v) Where phased "First Deliveries" are taken, letters must be written for each section. The Principal Agent MUST state in the "First Delivery" letter of the final section that this COMPLETES THE ENTIRE PROJECT.
- (vi) Arrangements are to be made for the keys of the section or completed work to be handed over to the Regional Manager.
- (vii) The engineer must ensure that all "as-built" drawings/records are submitted in hard-copy as well as on a CD or other suitable recording device (before first delivery may occur) to the Head

(c) "Final Delivery":

- (i) Two weeks before the expiry of the maintenance period the Principal Agent is to contact the Regional Manager to ascertain whether the Works are satisfactory and ready for "Final Delivery" inspection.
- (ii) "Final Delivery" of the structural sub-contracts will be included with the "Final Delivery" of the Main Contract.
- (iii) The inspection will include all items listed as needing attention at "First Delivery" stage and any latent or patent defects which may have manifested themselves during the maintenance period.
- (iv) "Final Delivery" may only be taken once the Principal Agent and the Regional Manager are satisfied that the Works are complete and all defects rectified. However, where phased "First Deliveries" have been taken, phased "Final Deliveries" may be taken depending on circumstances.
- (v) The Principal Agent must advise the Head in writing that "Final Delivery" has been taken. The Head will send the official Certificate of Final Delivery to the Main Contractor and will send copies of the Certificate to all Consultants, Regional Manager concerned and to the Client Department.

NOTE:

The Principal Agent must identify sub-contracts which have a maintenance period which expires after the main contractor's maintenance period and must draw this to the attention of the Head in his letter of notification of "Final Delivery" of the main contract portion of the Works.

**B4.14 FINAL DELIVERY OF SUB-CONTRACTS:**

B4.14.1 The Principal Agent is to be informed in writing by the Engineer of remedial electrical and mechanical work to be carried out during the maintenance period and at the end of the maintenance period the Engineer must notify the Principal Agent that all items have received attention.

B4.14.2 On completion of the Electrical and Mechanical portion of "all-in" contracts, the Engineer must notify the Principal Agent and the Quantity Surveyor, in writing, that the Civil, Electrical and Mechanical work is complete,

to his satisfaction, and at the same time provide a summary of the Electrical and Mechanical variation orders.

B4.14.3 At the end of the maintenance period of any sub-contract, in respect of which the maintenance period extends beyond that of the Main Contract, the Architect, on being advised by the Consultant/Regional Manager that all items which required rectification have been attended to, shall advise the Head that Final Delivery of the sub-contract has been taken. The Head will send the Certificate of Final Delivery to the Sub-Contractor and will send copies of the Notice to the Architect, Consultants, Regional Manager concerned and to the Client Department.

**B4.15 APPROPRIATION DRAWINGS:**

B4.15.1 On completion of the contract, the Engineer must hand over to the Head, the complete set (and the drawing information stored on electronic storage medium if available) of all drawings, detail and variation drawings used for the contract, as well as any other relevant maintenance documentation. These must be "as-built" drawings showing all amendments effected during the course of construction of the works. (Refer also to clause B4.13.1 bvii)

B4.15.2 No final payment of fees will be made until these have been received and accepted by the Department.

B4.15.3 The following drawings and documents are of particular importance:

- (a) Foundation layouts.
- (b) All reinforced concrete layouts and reinforcing details.
- (c) Hot and cold water reticulations, accurately showing pipe routes, depths, pipe sizes and materials, locations of control valves, stop cocks, etc.
- (d) Sewer and stormwater reticulations, accurately showing pipe routes, inverts, pipe sizes and materials, inspection chambers, rodding eyes, gullies, sumps, etc.
- (e) Electrical reticulation, accurately showing cable routes, depths, sizes, locations of main switch, control panels and distribution boards.
- (f) Fire protection reticulation, accurately showing pipe routes, depths, pipe sizes and materials, hydrants, hose reels, sprinkler control valves.
- (g) Airconditioning, heating and ventilation equipment and control switches.
- (h) Details of other services e.g. medical gas, steam, etc.
- (i) Manuals for all items of equipment installed under the contract containing specifications, operating and maintenance instructions.

B4.15.4 These drawings will be referred to by Maintenance Personnel when carrying out emergency repairs as well as routine maintenance and will form the "as-built" appropriation drawing records.

**B4.16. FINAL ACCOUNT:**

B4.16.1 It shall be the Engineer's responsibility to prepare the final accounts for any Nominated Sub-Contract or Direct Engineering contract, unless instructed otherwise.

B4.16.2 The final account must include all variation orders including those resulting from claims.

B4.16.3 The Engineer must settle and agree the final account with the Nominated Sub-Contractor/Contractor. The final account must be settled in terms of the Conditions of Contract.

## SECTION C

## FINANCIAL ASPECTS

### C1. TREASURY COMMITTEE FOR BUILDING NORMS AND COST LIMITS:

- C1.1 The Engineer is to be fully conversant with the requirements of any Committee for Building Norms and Cost Limits in respect of S.A.P.S.E. Norms for Schools, Hostels, Training Colleges and Nursing Colleges, etc., S.A.H. Norms for Health Service Facilities and Space and Cost Norms for Office Buildings.
- C1.2 The Principal Agent will be required to obtain the respective documents from the Head.

### C2. SUBMISSION TO TREASURY:

- C2.1 The Engineer shall relate the brief to the building norms and cost limits for that specific service even though the size of the service may not require prior Treasury approval before planning can proceed. The Committee for Building Norms and Cost Limits reserves the right to check that all buildings being planned fall within the building norms and cost limits.
- C2.2 Where it is a requirement that approval for a service is required by any Committee for Building Norms and Cost Limits before the planning can commence, the Engineer shall give the Architect all the assistance he requires in providing him with estimates of electrical and mechanical costs, "add-on" costs and any other information the Architect may require to enable him to prepare the draft submission and submit it to the Head.
- C2.3 The Head will finalise the draft and will make the submission to the Committee for Building Norms and Cost Limits for approval.

### C3. NORM CONSULTANTS:

- C3.1 Should the Engineer wish to make use of any firm of Professional Norm Consultants, the cost involved will have to be borne by the Engineer out of his fees.

### C4. TOTAL COST LIMIT:

- C4.1 The total cost limit is all inclusive and provides for *inter-alia* the following:-

- (a) Site illumination.
- (b) Electrical services, connections and transformers.
- (c) External civil and related earthworks.
- (d) Intercom and communication systems.
- (e) Fixed equipment.
- (f) Contingency sums, claims etc.
- (g) Professional fees.
- (h) All building work and related services.

### C5. "ADD ON" COSTS:

- C5.1 The Engineer shall include in the estimates for "add on" costs in the draft submission to the Committee for Building Norms and Cost Limits.

### C6. PLANNING TO CONFORM TO COST AND SPACE LIMITS AND ACTS:

- C6.1 The Engineer is to assist the Architect to ensure that the planning conforms with the space and cost limits before final sketch plans are accepted and again before tenders are invited for. No fee will be paid due to redesign to conform to the cost space limits.
- C6.2 The Engineer must ensure that the planning conforms to the relevant SABS Codes of Practice, Occupational Health and Safety Act, National Building Regulations as well as all other Local Authority Regulations and Acts that may have an influence on the project.

C7. **ESCALATION:**

- C7.1 The cost limit excludes any escalation before tender date and during the construction period. The cost limit must be escalated to tender date by the use of the B.E.R. (Bureau for Economic Research at Stellenbosch) or M.F.A. (Medium Term Forecasting Associates) building cost index. Escalation during the contract period is calculated by the use of the C.P.A.P. (Contract Price Adjustment Provisions) (Haylett) formula. For norm control purposes, only fixed B.E.R. or M.F.A. indices shall be accepted.

C8. **COST CONTROL SYSTEM:**

- C8.1 The Principal Agent must ensure that the Quantity Surveyor provides a cost control system for the project (preferably computerised) which must be in operation from the planning stage to final completion.
- C8.2 The Elemental Cost Control system which is available from the Committee for Building Norms and Cost Limits may be used as a guide.
- C8.3 Should at any stage cost and space limits be exceeded, the Engineer is to check to ensure that his discipline is still within the limits, and if not, advise the Principal Agent of the steps he will take to get it back within the limits.

C9. **FINANCIAL CONTROL:**

- C9.1 The Principal Agent, assisted by the Quantity Surveyor, shall be responsible for the financial control of the project in all its stages and the Principal Agent shall ensure that it is executed within the authorised financial provision. The Engineer is to provide the Principal Agent with all the information he requires to enable him to achieve this.
- C9.2 No over-expenditure is permitted on any Contract. The Contract Sum (excluding provisional sums, escalation and professional fees) must be regarded as the absolute expenditure limitation for the main contract. The Engineer shall ensure that all sub-contracts under his control are also executed within the sub-contract sums. If any over-expenditure arises, full motivation must be submitted to the Head for approval.
- C9.3 It must be noted that any contingency amount may only be utilised after approval has been obtained from the Head.
- C9.4 The tender amount for a provisional sum replaces the provisional sum in the Bills of Quantities and, should the tender amount be less than the provisional sum, the balance must not be regarded as a saving which may be used elsewhere on the contract.

C10. **REPORTS:**

- C10.1 When called upon by the Head or the Principal Agent, the Engineer shall prepare reports and have statements of expenditure prepared and shall supply all information that is required by the Head in respect of his section of the Works.
- C10.2 The Principal Agent, in conjunction with the appointed Quantity Surveyor if applicable, is to submit to the Head on a prescribed format, detailed financial reports and cash flow estimates on a regular basis as specified by the Head.

C11. **COST CONTROL OF PROJECT:**

- C11.1 A maximum cost limit will be set for this project, which may be based on the Committee for Building Norms and Cost Limits requirements.
- C11.2 The Engineer shall ensure that an effective elemental cost breakdown is drawn up for the project and that the design remains within the cost limits. The Consultant Team will be held jointly and severally responsible for complying with the cost limit.
- C11.3 Should a tender exceed the maximum cost limit, after due allowance for pre-tender escalation is added, then the changes to the project that are required to reduce costs to the cost limit figure, shall be undertaken by the Consultant Team. The Head will not allow any additional fees for the additional work involved.

C12. FINANCIAL AND BUDGET REPORTS:

- C12.1 The official financial year begins on the 1st April of one year and ends on the 31st March of the following year.
- C12.2 The Quantity Surveyor is required to submit to the Head regular three-monthly Financial and Budget Reports no later than the 15th January, 15th April, 15th July and 15th October each year. This is in addition to the Cost Control System referred to in C8 above.
- C12.3 The Engineer must assist the Quantity Surveyor in the preparation of these Reports. In the case of an engineering contract where no Quantity Surveyor is appointed, then the Engineer must prepare the Reports.

C12.4 Financial Reports:

- (a) Financial Reports are required in order that a constant check may be kept on the estimated final cost against the amount authorised.
- (b) It is essential that these reports are up to date in order that, where additional funds are required, they are sought at the time and not *ex post facto*.
- (c) Civil and Structural, Electrical and Mechanical Engineers must submit a copy of their financial reports to the Quantity Surveyor in order to enable the amounts to be included in the quarterly financial reports or to the Department for engineering only services.
- (d) The costs of all variations must be included in the Financial Reports.
- (e) Adjustment of Preliminaries costs must not be regarded as an automatic authority and must be allowed for in all financial reports.
- (f) Escalation is an automatic authority and is not to be included in Financial Reports.
- (g) Professional fees are funded separately and are not to be included in the contract Financial Reports. Separate reports are required for fees.
- (h) Where a substantial change from the previous one, has occurred in the latest Financial Report, the reason for the change is to be clearly stated.
- (i) Financial Reports must be submitted in accordance with the specimen report (See SOPs).

C12.5 Budget Reports:

- (a) Budget Reports are to assist in estimating the actual amounts that will be spent on a service in each financial year, setting out the following:
  - (i) expenditure in the previous financial year;
  - (ii) expenditure in the current financial year; and
  - (iii) the expenditure amounts in each successive year.
- (b) In addition to the quarterly Budget Reports, projected Cash Flows, separately for construction and professional fees must be attached to every contractors monthly progress payment or fee claim by a consultant.
- (c) The reports on expenditure must include escalation and the escalation must be included in the years that the escalation is paid. Calculations for escalation to be included in the Budget Reports must be set out in the estimates of escalation.
- (d) Retention monies must be included in the estimate for the year that the retention will be paid out.
- (e) When an amount is stated to be expenditure in a previous year it must be the exact amount certified by the Quantity Surveyor before the 31st of March of the previous year.

- (f) When a project has been completed but the final account/final payment is not anticipated to be paid in the same financial year, allowance must be made in the subsequent year column for this payment.
- (g) Budget Reports must be submitted for all services in planning where expenditure is possible in the current or subsequent financial year.
- (h) Professional fees must not be included in the Budget Reports. A separate report in respect of all professional fees, all as outlined above, must accompany all Budget Reports.
- (i) Budget Reports must be submitted in accordance with the specimen report. (See SOPs).

**C13. PROVISIONAL SUMS AND PRIME COST (P.C.) ITEMS:**

- C13.1 Procedures to be adopted by Engineers concerning services, within a main contract, which are to be funded by way of Provisional Sums included in the Bills of Quantities, will, when the occasion arises, be given to the Engineer. Such procedures will be in accordance with such Delegations which may have been given to the Department by the KZN Provincial Procurement Administration and prevail at the time.
- C13.2 The Engineer will be requested to submit his recommendation as to the acceptance, or otherwise, of the lowest or any other tender received.
- C13.3 Special cases, mainly concerning proprietary items, or where items must be compatible with existing or already supplied equipment/fittings, will be dealt with by the Head by application to the KZN Provincial Procurement Administration for waiver of the laid down rules.

**C14. ADDITIONAL FUNDS:**

- C14.1 Should it become necessary, due to unforeseen or exceptional circumstances, to apply for funds additional to the expenditure limitation of the contract, the Engineer must furnish motivation and an estimate of the cost of the work (including electrical and mechanical services, etc) involved, routed through the Quantity Surveyor, if one has been appointed, or directly to the Principal Agent, before any work is undertaken.
- C.14.2 The Principal Agent shall submit the motivation and estimate to the Head. If approved, the Head will arrange for the necessary financial authority.

**C15. CONTRACTOR'S CLAIMS:**

- C15.1 In cases where the Main Contractor (or Nominated Sub-Contractor) claims variation orders for work allegedly amended, not due to his own error, the Engineer is to verify such claim before admitting the variation and submitting the draft variation order to the Principal Agent for issue.
- C15.2 Mention in the site meeting minutes of any alterations does not constitute a Variation Order. Formal and specific Variation Orders must be issued.

**C16. CERTIFICATES AND PROGRESS PAYMENTS:**

- C16.1 In accordance with the Conditions of Contract, the Main Contractor is entitled to progress payments once a month.
- C16.2 Procedures relating to progress payments are to be agreed after consultation with the Consultant Team and the Main Contractor.
- C16.3 The Quantity Surveyor, if one has been appointed, failing which the Engineer, will be responsible for all measuring of the works and marking up the Bill of Quantities for the purpose of preparing progress payment certificates.
- C16.4 In the case of Nominated Sub-Contractors, progress payments for the electrical and mechanical installations will be made through the Main Contractor. The Electrical and Mechanical Engineer will assess the value of work completed and notify the Quantity Surveyor as to the amount that should be included for electrical and/or

- mechanical work in the next progress payment to the Main Contractor.
- C16.5 The Engineer shall arrange with the Nominated Sub-Contractor a day in the month that the valuation will take place to coincide with the site meeting if possible.
- C16.6 The Quantity Surveyor, where applicable, will advise the Engineer when he requires the valuation to enable it to be included in the monthly certificate.
- C16.7 When amounts are included in a progress payment for materials on or off site, the certificate must be accompanied by the forms required by the Head.
- C16.8 The Quantity Surveyor will send a copy of his recommendation DIRECT to the Head and, simultaneously, a copy to the Principal Agent who will immediately forward his covering Certificate to the Head.
- C16.9 The Principal Agent shall issue Certificates of Payment in favour of the Main Contractor as provided for in the Contract.
- C17. **REMEASUREMENT OF FOUNDATIONS:**
- C17.1 The drawings for the remeasurement of reinforced foundations will be prepared by the Structural Engineer.
- C17.2 The Structural Engineer must arrange for copies of a drawing showing the foundations as executed and duly signed by the Structural Engineer and the Main Contractor, to be forwarded to the Quantity Surveyor and the Head within two weeks of the completion of the foundations.
- C17.3 It is important that the Quantity Surveyor receives this drawing as soon as the foundations are complete so that he may include the remeasured value of the foundations in his first, or earliest, Financial Report on the service.

## SECTION D

## DOCUMENTS AND DRAWINGS

### D1. CONTRACT DOCUMENTS:

- D1.1 Unless otherwise directed, the Principal Agent will prepare the Contract Documents and arrange for the signing of the original Contract Documents by the Main Contractor. These said Contract Documents must include the contract itself, the contract drawings, the priced bills of quantities, guarantees and everything else required in terms of the tender documents.
- D1.2 The signed Contract Documents shall be submitted to the Department in a complete set and be accompanied by a letter from the Principal Agent confirming that the Contract Documents comply with the tender and that they are in order for signing by the Head.
- D1.3 The signed Contract Documents will be retained in the office of the Head.

### D2. CONDITIONS OF CONTRACT:

- D2.1 The Department's Conditions of Contract, in force at the time the final documentation is completed, will be the Conditions of Contract which will apply to the project.
- D2.2 Should the Engineer require any additional conditions or amendments to the conditions, approval must be obtained from the Head, in writing, for their inclusion in the Contract Documents.
- D2.3 These Conditions of Contract must be carefully studied by the full Consultant Team so as to ensure the smooth running of the contract and the Department takes no responsibility in the administration of the contract or the lack thereof by any member of the Consultant Team.

### D3. PRELIMINARIES CLAUSES:

- D3.1 The Department's standard Preliminaries clauses in force at the time final documentation is completed will apply to this project.
- D3.2 Should the Engineer require any additional Preliminaries clauses or amendments to the clauses, approval must be obtained from the Head, in writing, for their inclusion in the Preliminaries Bill.

### D4. STANDARD PREAMBLES TO ALL TRADES AND STANDARD SPECIFICATIONS:

- D4.1 The Engineer must be conversant with the Department's "Standard Preambles to All Trades" and Standard Electrical and Mechanical Specifications. Materials and work not covered in the documents must be included in a preamble to the trade in which it will appear in the Specification and Bills of Quantities.

### D5. NOMINATED SUB-CONTRACT DOCUMENTS TO CONFORM TO MAIN CONTRACT DOCUMENTS:

- D5.1 The Engineer shall ensure that all Nominated Sub-Contract tender/contract documents prepared by himself conform to the Main Contract documents in respect of Conditions of Contract, Preliminaries Clauses, Notes to Tenderers, escalation provisions and any other special clauses. The Engineer shall also ensure that the Nominated Sub-Contract documents do not contain any clauses that are in conflict with the Main Contract document.

### D6. SPECIFICATION:

- D6.1 The Specification must describe in detail the method of executing the works and the nature of the labour and material to be used. The format of the specification must be such that it will enable the Head to interpret the engineering requirements of the project.
- D6.2 Where specifications form part of the documentation for the invitation of tenders or quotations for works within the main contract, or for the appointment of a Nominated or Sub-Contractor within the main contract, they will be dealt with in terms of the Conditions of Contract, covering the main contract.

D6.3 The Engineer shall ensure that a minimum of eleven (11) bound copies of the Specification required for the execution of the project, must on completion of the documentation be delivered to the specified issuing office by no later than 08:00 on the day of issue published in the Provincial Gazette for distribution as follows:

- (a) Two (2) Copies for perusal by Tenderers.
- (b) Three (3) copies for the Contract Documents.
- (c) One (1) copy for the Departmental Liaison Quantity Surveyor
- (d) One (1) copy for the Departmental Liaison Engineer.
- (e) One (1) copy for the Departmental Liaison Architect.
- (f) Three (3) Copies for the Main Contract after appointment.

**D7. PREPARATION OF WORKING DRAWINGS:**

- D7.1 The Principal Agent shall, in consultation with the respective discipline's Manager, decide the format, style and presentation of how the drawings are to be prepared in order that all drawings for the whole project shall conform with each other including all drawings from all the disciplines.
- D7.2 All drawings must be prepared in accordance with accepted best practice for engineering drawings and be numbered in accordance with the number given by the Head.
- D7.3 The Principal Agent shall ensure that the Consultant Team provide all necessary drawings for the proper construction of the works.
- D7.4 The decision regarding the suitability of the materials to be used and in the Works process employed shall rest solely with the Head.
- D7.5 The Engineer shall, when preliminary designs have been approved and within the period set down in the planning programme, complete working and detailed drawings and an indexed specification defining the entire project, to enable the Head to instruct the Quantity Surveyor to prepare Bills of Quantities.
- D7.6 The Engineer shall forward copies of his completed working drawings and Specification to the Head for perusal prior to any work being commenced on the Bills of Quantities.
- D7.7 The Principal Agent will be responsible for the co-ordination of all services.
- D7.8 Where the project entails alterations and additions to existing buildings and where prefabricated buildings are present on site and interfere with the additions, the Engineer must discuss with the Liaison Engineer and obtain approval for the removal of these prefabricated buildings and any other necessary demolitions on site. The Department and the Local Authority concerned must be consulted with regard to the electrical, water, drainage and other services.
- D7.9 All documentation, inclusive of bills of Quantities and drawings, must be signed-off by the suitably authorized and delegated professional Engineer, who will thereby take full responsibility for the technical competence, completeness and efficiency of the design and details.

**D8. DRAWINGS FOR CONSTRUCTION:**

- D8.1 All original transparency drawings prepared by the Architect, Structural and/or Civil Engineer and Electrical and/or Mechanical Engineer (in the case of "all-in" contracts) which will be required in the construction of the project must be submitted, before the closing date of tenders, by such Consultants to the Head. Two printed lists of all drawings in each set must accompany these drawings for checking purposes. The lists must reflect the drawing number, scale and brief contents or description of each drawing.
- D8.2 These original drawings must be delivered by the Engineer to the Contracts Section, c/o the Manager of the Region responsible for the execution of the project. The Engineer is required to prepare a check-list and a form of receipt for signature by the Official receiving the documents and, at the same time, arrangements can be made as to the method whereby the original drawings are to be returned to the Engineer.
- D8.3 Unless otherwise agreed, the Department will have all necessary prints made from these originals for,
- (a) the initial issue of prints for the building contract;

- (b) the contract documents,
- (c) the necessary courtesy drawings for Local Authorities and
- (d) Departmental records.

D8.4 On completion of the contract and before final fee payment is made to the Engineer, the Engineer must hand over to the Department, one complete set of the original drawings or prints or computer disks of all drawings, detail and variation drawings used for the contract. These must be "as-built" drawings showing all amendments effected during the course of construction of the works. Of particular importance are the foundation lay-outs, hot and cold water reticulation, plumbing and drainage details, hydrants and ventilating, heating and electrical runs where these have been prepared by the Engineer. These drawings will form the appropriation records. Refer also to clauses B4.13.1Bvii and D7.9).

D9. **ISSUE OF DOCUMENTS:**

D9.1 Initially 3 copies of all documents will be issued to the Main Contractor who will sign for them. All subsequent variation drawings are to be issued by the Consultants to the Main Contractor together with appropriate instructions for distribution. Superseded drawings must be identified and withdrawn from circulation.

D9.2 The distribution of documents required for the administration of the contract, should be as follows:

**Engineering Drawings:**

Five (5) sets of drawings of which

Three (3) sets are for the Main Contractor, and two (2) sets for the Head.

Request for additional copies of documents which might be required by the Main Contractor for contract administration purposes must be made to the Engineer. A charge will be made for extra copies of drawings requested by the Main Contractor.

D10. **ISSUE OF WORKING DRAWINGS TO QUANTITY SURVEYOR:**

D10.1 The Engineer shall, after perusal by the Head, forward two complete sets of paper prints of all working and detailed drawings and the specification, to the Quantity Surveyor for measuring purposes. The Engineer shall ensure that the Quantity Surveyor is provided with all further information and details to enable the Quantity Surveyor to complete the Bills of Quantities. (Refer also to clauses B4.13, 1 b vii, D7,9 and D8.4).

D10.2 At this stage, the target date for the completion of all documentation is to be confirmed or, if to be amended, such amendment approved by the Head.

D11. **ORIGINAL DRAWINGS FOR RECORD PURPOSES:**

D11.1 Either the original drawings (copies of which will form part of the Contract Documents) or a set of copies or floppy disks of such drawings as used in the preparation of the Bills of Quantities must be kept in an unaltered state for permanent record purposes.

D11.2 Specific drawings must be prepared or revisions/amendments made to the computer disks, other than those mentioned above, where variations to the contract require the issue of drawings.

D12. **CALLING FOR DOCUMENTATION:**

D12.1 The Head reserves the right to call upon the Engineer to produce all drawings and other documentation in connection with the project if and when required.

D13. **VARIATION ORDERS:**

D13.1 The Principal Agent may issue variation orders to overcome constructional or other difficulties in order to safeguard the interests of the Province or to avoid claims for delay by the Contractor, provided he acquaints himself fully with the financial implications, including their effect on the electrical and mechanical services, in consultation with the quantity surveyor, and he obtains the approval of the Liaison Engineer. The written approval of the Head must be obtained before issue. Provided the above conditions are complied with and the funds are available, all variation orders involving additional costs must be issued promptly, as the need arises, and if applicable, be endorsed as follows:

"Funds are available from savings on the contract"

- D13.2 Should it be necessary to issue variation orders for any engineering works, the Engineer must discuss the financial and other implications with the Principal Agent, who will evaluate the financial position whereafter they must seek the approval of the Liaison Engineer. After this approval is obtained, the Variation Order may be issued.
- D13.3 The Principal Agent shall be solely responsible for issuing ALL variation orders.
- D13.4 Electrical and Mechanical variation orders must be processed as follows:

Draft variation orders with estimated costs and the source of necessary funds (e.g. from savings on the sub-contract) may be approved by the Liaison Engineer and then be submitted to the Principal Agent, who will issue copies of the official variation orders to all parties concerned in the normal way.

All draft variation orders submitted by Consultants to the Principal Agent for issue should be submitted together with the total summary of the financial position relating to the particular service indicated on the *pro-forma* contained in the SOPs.

Where a Variation Order contains details of any costs relating thereto, the following points must be covered in the Variation Order:

- (a) Value-Added Tax - check if the cost includes this, and if so, at what rate.
- (b) CPAP Escalation - state if the costs are "fixed costs" or if subject to escalation, from what date.

N.B.

On all Electrical and Mechanical variation orders the name of the Main Contractor as well as the Nominated Sub-Contractor's name (if there is a nominated sub-contract) should appear at the top of the draft and similarly on authorised variation orders. The numbering of variation orders in each Nominated Sub-Contract will commence at 1, plus the letter E (electrical), M (mechanical), AC (airconditioning) or B (Boilers) etc. (i.e. 1E, 2E or 1M, or 1AC or 1 B etc.)

The Principal Agent will forward copies of the authorised Electrical and Mechanical variation orders to:

Main Contractor  
Sub-Contractor  
E & M Engineer  
Quantity Surveyor  
Liaison Architect  
Head: Works (Attention : Contracts Section)  
Head: Works (Attention : E & M Section)

On completion of the Electrical and Mechanical portion of the contract, the Engineer must notify the Architect and the Quantity Surveyor, in writing, that the Electrical and Mechanical work is complete, to their satisfaction, and at the same time provide a summary of the Electrical and Mechanical variation orders.

D13.5 WHEN A VARIATION ORDER MUST BE ISSUED (DULY SO AUTHORIZED IN WRITING BY THE HEAD):

- (a) Items measured provisionally  
All items measured provisionally must be omitted and added back at actual remeasured cost via a Variation Order, i.e. a single item measured provisionally or group of items e.g. Siteworks.

- (b) Provisional Sums

Provisional Sums in the Bills of Quantities must be omitted as soon as the tender for the work has been accepted. After a tender for this portion of the work has been accepted, the tendered amount must be added back. -

With regards to (a) and (b) it should be noted that the final figure (tender amount or remeasured amount) replaces the provisional amount as part of the approved budget and should then be any excess over the original amount, additional financial authority must be sought.

(c) Changes to the specification

Whenever the specification of any item changes, be it a provisionally measured item or "fixed" item, it must be covered by a Variation Order (apart from the budgeting aspect it also relates to the Conditions of Contract).

**D14. VARIATION DRAWINGS:**

D14.1 When variation drawings are necessary, these are to be prepared by the consultants concerned, severally or collectively. If the variation is of an architectural nature only and does not affect nor is affected by the structure or the electrical or other service lay-out, only architectural drawings will be required. If the structure and/or the electrical and mechanical layout is affected, the necessary drawings must be prepared by the consultant(s) concerned and co-ordinated by the Principal Agent. An estimate of costs for all work on the Variation Order must be prepared and the Principal Agent must indicate to the Head whether funds are available or not before issuing the Variation Order.

D14.2 Normally six copies of all drawings necessary for each and every Variation Order must be prepared by the Architect/Consultant for contract administration purposes and all these drawings are to be handed to the Principal Agent for distribution as follows:

Three (3) copies to the Main Contractor  
One (1) copy to the Liaison Architect  
One (1) copy to the Head.  
One (1) copy to the Quantity Surveyor

**D15. RECORDS:**

D15.1 The Engineer shall keep the necessary records together with all relevant correspondence and communications in connection with the progress of the Works and shall produce the same to the Head when called upon to do so.

**D16. DESTROYING OF DOCUMENTATION:**

D16.1 The Engineer shall retain all documentation in respect of the project for at least three years after the final payment has been made.

D16.2 Authority to destroy the documentation must however be received, in writing, by the Engineer from the Head before doing so.

## SECTION E

## REMUNERATION AND REIMBURSEMENTS

### E1. FEE FOR PROFESSIONAL SERVICES:

E1.1 The Engineer shall be remunerated for his professional services at a fee calculated as a percentage of the cost of the engineering works in accordance with the scale of fees contained in Government Gazette No. 8245 Notice No. R1113 dated 11 June 1982 and any amendments thereto applicable at the date of offer of commission, except as may be modified herein, as follows:

(a) Structural and Civil Engineering Services pertaining to Building Projects - Regulation 3.3.1.

(i) Brickwork:

Regulation 3.2.3.2.5 of the abovementioned Government Notice is superseded by the following:-

Cladding designed and detailed by the Engineer, and for which he is responsible, shall not be included in the cost of the engineering works. However, a fee of 3 (three) % of the cost of such cladding shall be paid to the Engineer. Normally the fee will only be paid on load-bearing cladding supporting floors and not that supporting eaves beams and light roofs or for single-storey buildings unless problems requiring investigation are encountered.

(ii) Cladding:

Regulation 3.2.3.2.7 of the abovementioned Government Notice refers:

Cladding designed and detailed by the Engineer, and for which he is responsible, shall not be included in the cost of the engineering works. However, a fee of 3 (three) % of the cost of such cladding shall be paid to the Engineer.

E1.2 In the absence of prior agreement between the Engineer and the Department, all services will be considered to be of "normal character".

E1.3 Fees up to Design and Tender stage shall be calculated on an estimate and will be adjusted to a sum calculated on the tender amount/final cost of Work excluding any escalation providing that a tender is accepted within 12 months after completion of working drawings. If no tender is accepted within twelve months, the fee paid on that estimate will be considered the full and final fee paid for the stage. The estimated costs will be determined in agreement with the Head.

E1.4 The fee scale shall remain unaltered throughout all stages of the commission. Should there be an inordinate time delay between the Design and Tender Stage and the Construction Stage, the Head may sanction the use of the current fee scale applicable at the commencement of the Construction Stage. Similarly, where the project is carried out in phases, the Head may sanction the use of the current fee scale applicable at the commencement of that particular phase.

E1.5 Where the service includes alterations to existing works there shall be no increase in the standard fee unless the Engineer can show and prove that the nature of the service will make unusually high demands on him. In such cases an increase in fees up to a maximum of 25 % may be agreed to in negotiations with the Head before commencement of any work.

E1.6 The Head shall decide on a reduced fee relating to the cost of the works or such part of the works involved when the nature of the work is of a low intensity. These reduced fees will be negotiated after the Engineer has been commissioned. If the Head's decision on a reduced fee is unacceptable, the Engineer will be allowed to relinquish the commission.

### E2. TIME BASIS FEES:

E2.1 The hourly rates for work done on a time basis, where this basis of remuneration has been received in writing from the Head, shall be in accordance with the abovementioned Government Notice as amended and in force at the time the work is done and at the level of expertise required.

E2.2 The categories of practitioners are defined as follows:

“‘Category A1’, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert;

‘Category A2’, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project;

‘Category B’, in respect of a private consulting practice in engineering, shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category A may also fall in this category if such person performs work of an engineering nature at this level;

‘Category C’, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in Categories A or B”.

The category claimed must be appropriate for the level of work performed with the proviso that the category claimed cannot be higher than the staff member’s qualifications warrant.

E2.3 Payment for staff performing site staff functions on a part-time basis (where this has been agreed with the Head) will be made on a time basis and will be limited to a maximum of 50 hours per month.

E2.4 Notwithstanding E2.1, E2.2 and E2.3 above, charges in respect of Category A1 and Category A2 practitioners shall always be made at the rate applicable to Category B practitioners, unless prior written approval by the Head has been obtained prior to the time charge basis work being commenced.

E2.5 No charges will be claimable for time spent in carrying out the work on a computer based system unless this applies to work related to a supplementary or other service and such charges are approved by the Head in writing before commencement of the work.

E3. **SUPPLEMENTARY SERVICES:**

E3.1 Where the Engineer is required by the Head to provide supplementary services, as defined in the abovementioned Government Notice, these services shall be remunerated on a time charge basis at the hourly rate stipulated above and applicable at the time the service is carried out, unless otherwise agreed in writing by both parties.

E3.2 Fees for any such supplementary or other services will only be chargeable if carried out on the specific written instruction of the Head.

E4. **PRIOR APPROVAL FOR ADDITIONAL FEES:**

E4.1 Any variation from the original design brief involving additional fees must first receive the approval of the Head before commencing work on the amended design.

E5. **TRAVELLING TIME:**

E5.1 Regulations 2.3.5, 3.3.5 and 4.3.5 of the abovementioned Government Notice are superseded by the following:-

E5.2 Where the Works are situated further than 50 kilometres from the Engineer’s place of practice a fee shall be charged for travelling time between 06h00 and 20h00 up to a maximum of eight hours per day at 50 % of the time charges laid down in Regulations 2.3.4, 3.3.4 and 4.3.4 of the abovementioned Government Notice as amended above on each occasion that travelling time is applicable.

E5.3 In the case of appointments on a time basis, however, travelling time will be fully reimbursed at the hourly rates

stipulated above.

E5.4 Travelling time for Clerk of Works or Site Staff appointed by the Engineer is not applicable.

**E6. LUMPING OF FEES TOGETHER UNDER MECHANICAL AND ELECTRICAL COMMISSIONING:**

E6.1 Whenever the works comprises of different substantial portions of dissimilar types of work within the main categories (i.e. Mechanical and/or Electrical) such costs of works will be lumped together to form the grand total of the work and any fees payable to the Engineer will be based on the grand total of the work.

**E7. CLAIMS:**

E7.1 All fee and disbursements claims must be submitted within a period of 6 (six) calendar months after completion of the relevant stage of the service for which the charges apply or after settlement of the Final Account. Any unclaimed fees or disbursements after this period of time has elapsed will be forfeited by the Engineer.

E7.2 The Head reserves the right to set off against any amount payable to the Engineer any sum which is owing by the Engineer to the Department for whatever reason in respect of this or any other project for which the Engineer has been commissioned by the Head.

**E8. DISBURSEMENTS:**

E8.1 Disbursements and transport expenses will be reimbursed in accordance with the prescribed tariffs of the National Department of Public Works at the time of the performance of the relevant service. These tariffs are updated periodically and may be downloaded off their web site.

E8.2 Disbursement expenses not listed on the above tariffs will be claimable with the prior written approval of the Head only and at a rate agreed to by the Head based on the proof of actual expenditure.

**E9. SUBSISTENCE AND TRANSPORT ALLOWANCES:**

E9.1 Where the site of the Works is beyond a 25 kilometre radius from the Engineer's office, he shall be entitled to subsistence and transport expenses during the time and on the occasions when it is necessary for the Engineer to visit the site. As the tariffs are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of expenditure when privately owned transport is used.

E9.2 Payment for the use of private motor transport will be in accordance with the Province's tariff for the relevant vehicles as prescribed from time to time and the policy is as follows:

- (a) The "allowances payable for the use of privately-owned vehicles on official business" as published from time to time by the National Department of Transport in terms of the Annexure to Transport Circular No. 1 of 1977 (Transport Handbook on Tariffs for the use of Motor Transport), as amended, form the basis for claims by Consultants for reimbursement of Travelling Costs/Expenses.
- (b) The rates paid to Consultants be based on a single category, this being a vehicle with an engine capacity of 1951 to 2150 cc. This is considered to be a reasonable average engine capacity of vehicles used by consultants and the adoption of this principle will simplify the administration of claims from both the Consultants' and the Department's point of view.
- (c) Consultants will be required to have obtained prior permission from the Head to use and claim expenses in respect of a "4x4 light delivery vehicle" or "bus".
- (d) Consultants are advised to contact the Regional Manager in whose region the project is situated or the Transport Section of the Department, to ascertain the current applicable rates prior to submitting a claim for expenses in this regard.

E9.3 Claims for transport expenses must reflect the dates on which the journeys were undertaken, the distances travelled, the type of vehicles used and the purpose of the trips.

E9.4 In cases where use is made of hired vehicles, the most economically sized motor car available is to be used but the Head shall nevertheless restrict recovery of such expenses to the cost of a hired motor car of not exceeding

2150 cc in engine capacity.

- E9.5 Air travel to projects situated outside a radius of 100 kilometres from the Engineer's established place of business must receive the prior written approval of the Head, subject to the proviso that the all inclusive costs in this connection do not exceed the all inclusive costs to the Province of travelling by car at the current rates laid down by the Secretary.
- E9.6 The number of site visits necessary will be decided by the Head after consultation with the Engineer, after the appointment is accepted by the Engineer but the minimum will be as stipulated in Regulations 3.1.1.4 and 4.1.1.4 of the abovementioned Government Notice and the amendments thereto.
- E9.7 To minimise costs, it is expected that the Consultant Team will travel together, where practicable, for attending co-ordination, planning and site meetings.
- E9.8 Where journeys and costs are considered, in the Head's discretion to have been incurred due to an Engineer's unsatisfactory performance or failure in terms of his commission to properly document or co-ordinate his work, or to manage the contract, no claims for such costs will be considered.
- E9.9 Subsistence allowances will be paid according to tariffs as laid down from time to time by the Head. Should the abovementioned tariff be inadequate, substantiated actual costs may be claimed with prior approval.
- E9.10 Subsistence allowances may only be claimed for every completed day of 24 hours at the prescribed daily subsistence rate and for every additional completed hour at the hourly subsistence rate.
- E9.11 Only actual costs are payable in respect of absence from office of less than 24 hours, provided the necessary substantiating invoices or receipts are submitted.
- E9.12 No payment for alcoholic beverages included in claims will be considered.
- E9.13 Subsistence and transport expenses, under all the above conditions, will be allowed if incurred when the Engineer is obliged to attend meetings called by the Head in connection with his Commission.

**E10. DRAWING REPRODUCTION:**

- E10.1 The Engineer shall be entitled to charge for all the necessary prints of drawings made and issued by him and payment will be made by the Head to the Engineer in accordance with the current rates as laid down by the National Department of Public Works at the time when the drawings were reproduced. Payments for copying drawings shall be deemed to include for folding where necessary.
- E10.2 Notwithstanding E10.1 above, the Department reserves the right to reproduce drawings departmentally at its own cost.
- E10.3 On completion of the works, one complete set of the original drawings or plastic sepia prints (transparencies) (together with electronic copies of all these drawings and documentation ) shall be handed to the Head at no cost to the Department. The Engineer must ensure that the drawings or prints are brought up to date insofar as any alterations to the original Contract Documents are concerned for which there will be no additional fee paid.

**E11. TYPING AND COPYING OF DOCUMENTS:**

- E11.1 Typing and duplicating shall only be refunded in respect of the draft copies of tender documents that have to be supplied to the Central Procurement Committee for scrutinising and final copies of the following documents:- Formal Reports, Formal Soil Investigation Reports, Specifications, Feasibility Reports and Bills of Quantities. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as Bills of Quantities and Specifications or where the provision of hard covers is specifically approved.
- E11.2 Payment for these services will be made in accordance with the current rates as laid down by the Head at the time when the typing work was done. Payments made for copying shall be deemed to include for collating where necessary.

E11.3 No charge may be made for costs involved in typing and copying general office correspondence, variation orders, minutes of co-ordinating and site meetings, accounts and the like.

E11.4 Any typing and copying costs incurred by the Engineer on behalf of any other consultant must be covered by mutual agreement between the parties.

E12. **PRINTING, TYPING AND COPYING BY AN OUTSIDE AGENCY:**

E12.1 Where the printing of drawings, typing and copying of documents as specified above is undertaken by an outside agency, the Engineer will be reimbursed with the actual costs involved provided that the necessary substantiating invoices or receipts are submitted and endorsed to the effect that the charges made represent the most economical charges for the particular area in which the Engineer is based. No reimbursement will be made for charges such as those for folding of drawings.

E13. **HANDLING CHARGES:**

E13.1 The Engineer will not be entitled to claim handling charges on any reimbursive costs.

E14. **POSTAGES, ETC.:**

E14.1 The Engineer will not be entitled to claim reimbursement of the cost of telegrams, telex charges, facsimile transmission charges, telephone calls, postages, document or parcel delivery charges and the like.

E14.2 Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Head will be refunded if the request had been made as a result of delays caused by the Department. The invoice for such claim must be submitted with the claim.

## **ANNEXURE 01**

### **HIAC 1B APPROVED PROJECT BRIEF**



**health**

Department:  
Health

PROVINCE OF KWAZULU-NATAL

**DIRECTORATE**

Physical Address: Townhill Offices, 35 Hyslop Road, Pietermaritzburg, 3201

Postal Address: Private Bag X9051, Pietermaritzburg, 3200

Tel: 033 940 2400

www.kznhealth.gov.za

**INFRASTRUCTURE PLANNING**

## **ENGINEERING WORKS BRIEF**

### **GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL REPLACEMENT OF SURGICAL WARD AND MEDICAL WARD WATER COOLED CHILLERS WITH AIR COOLED CHILLERS**

Drafted by: B.N. Mathe  
Project Leader

Signed:   
Date: 03/06/2020

Recommended by: S.T. Mhlongo  
Designation Director

Signed:   
Date: 03/06/2020

Approved by: MR B G GCABA  
Chief Director: Infrastructure  
Development

Signed:   
Date: 4/6/2020

**Document Control**

| <b>Revision Number</b> | <b>Date</b> | <b>Initials</b> | <b>Revision Comments</b>                                                                                                                                                                                         |
|------------------------|-------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0                      | 07-01-2020  | BN              | First Draft                                                                                                                                                                                                      |
| 1                      | 12-03-2020  | BN              | Final document presented at HAIC                                                                                                                                                                                 |
| 2                      | 11-05-2020  | BN              | <ul style="list-style-type: none"> <li>• Included risk of noise during construction</li> <li>• Included possible need for decanting under risk</li> <li>• Updated page 14 of 18 regarding escalation.</li> </ul> |
|                        |             |                 |                                                                                                                                                                                                                  |

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## **1. Project Details**

### **1.1. The Facility**

- Facility Name: General Justice Gizenga Mpanza Hospital
- Facility Number: STAN008
- Facility Type: Regional Hospital
- Facility Owner: Government – Provincial

### **1.2. Location**

- Province: KwaZulu Natal
- District Municipality: iLembe (DC29)
- Local Municipality: KwaDukuza (KZN292)
- Ward: 1
- Cadastral description:
  - Latitude: 31.28516
  - Longitude: -29.33279
- Street address (or directions): Corner of King Shaka and Patterson Street, Stanger
- Postal address: P/Bag X10609 Stanger 4450
- Telephone number: +27 (0) 32 437 6000

### **1.3. The Project / Programme details**

- Project Name: Replacement of Surgical Ward and Medical Ward water cooled chillers with Air Cooled Chillers
- KZN-DOH Project Number: STAN001
- Project Code: 31009105
- Project Details / Scope: Conversion from water to air cooled
- Project Type: Infrastructure Development - Projects
- Budget Programme Number: Programme 8
- Budget Programme Name: Health Facilities Management
- Sub-programme: Provincial Hospital Services (8.4)
- Infrastructure Programme Name: Not part of a Programme
- Nature of Investment: Rehabilitation, Renovations & Refurbishment
- Nature of Investment Sub- status: Refurbishments
- IRM Infrastructure Category: DoH - Refurbishments
- IRM Infrastructure Type: Secondary

### **1.4. Project Team**

#### **1.4.1. KZN Department of Health**

##### **1.4.1.1. Infrastructure Development**

- Project Leader: Mr. B.N. Mathe
- Supervisor: Mr. S.C. Cele
- Monitoring & Evaluation: Mrs. Z. Thwala

#### 1.4.1.2. Department of Health – General

- General Justice Gizenga Mpanza Regional Hospital CEO: Dr N Vabaza
- ILembe District Director: T Maphalala
- ILembe District Engineer: Mr. D. Sikhakhane

#### 1.4.2. KZN DoPW

- DoPW Project Leader – TBC

### 1.5. The Site:

The applicable Site is the General Justice Gizenga Mpanza Regional Hospital in KwaDukuza area in the iLembe District in KwaZulu Natal Province. The affected areas of the hospital are the Surgical and Medical Ward Building. The affected systems are the Heating Ventilation and Air Conditioning Plants in these two buildings in particular the chillers.

#### 1.5.1.1. Location of site:

The proposed site is located within General Justice Gizenga Mpanza Regional Hospital.



Figure 1: Site location on Aerial View

SOURCE: <https://www.google.com/maps/place/Stanger+Hospital/@29.3354797,31.2846611,335m/data=!3m1!1e3!4m6!3m5!1s0x0:0xbbc5e8aaf14ca01e!4b1!8m2!3d-29.3354686!4d31.2847335?hl=en-ZA>, accessed 7<sup>th</sup> January 2020

## **2. Project Overview**

### **2.1. Project Background**

Stanger Hospital is a 500-bedded Regional and District Hospital located in Kwa-Dukuza within the ILembe Health District. The Hospital serves an estimated population of 600 000 from the ILembe District.

A project was identified to convert all water cooled air conditioning systems with air cooled air conditioning systems. This conversion from water cooled to air cooled system is driven by draught that has affected the KwaDukuza area in the past and harsh water quality used as a cooling medium for air conditioning system in the KwaDukuza area. Harsh water quality eats away all metal components of the system, resulting in huge costs of repair. During dry seasons it will mean, air conditioning systems of water cooled type will not operate due to scarcity of water. The following areas traditionally had water cooled air conditioning systems:

- Core Block Building
- Surgical Ward Building
- Medical Ward Building

A project was executed to change water cooled chillers to air cooled chillers in the Core Block. The surgical ward and medical ward building air conditioning system has not been converted. It is thus the purpose of this brief to outline the requirements for the conversion of the surgical ward and medical ward air conditioning systems to air cooled from water cooled systems.

### **2.2. Project Outcome**

The expected project outcomes are as follows:

- Reliable chilled water system and air conditioning system for surgical ward and medical wards.
- Minimized unplanned shutdowns and breakdowns of air conditioning system for surgical and medical wards.
- Improved quality of health care services as provided in the surgical and medical wards.
- Production of as-built drawings (layouts, sections, schematics and piping and instrumentation diagrams, etc.) for the installed chilled water network for surgical and medical ward.
- Production of commissioning, operating and maintenance documentation for surgical and medical ward.
- An air conditioning system that complies with gas and fire regulations for the surgical ward and medical ward.

### **2.3. Project Objective**

The objectives of the project are to:

- Replace the existing water cooled chillers servicing the surgical ward with new air cooled chillers.
- Remove and discard the existing evaporative cooling tower servicing the surgical ward water cooled chillers.
- Remove the existing cooling tower servicing the medical ward water cooled packaged units.
- Install a replacement air cooled system to service the medical ward with conditioned air.
- Improve the reliability of the air conditioning system for the surgical and medical wards.
- Ensure safe operation of air conditioning system for the surgical and medical wards.
- Ensure operable and maintainable air conditioning system for the surgical and medical wards.

## 2.4. Project Success Criteria

The project success criteria are:

- A successfully installed, commissioned, operable, maintainable, safe and handed over, trouble-free air cooled chillers that supply the surgical and medical ward buildings AHUs and packaged units with chilled water, even in times of drought.
- Air cooled chillers that meet all norms, standards and regulations governing mechanical refrigeration.
- Air conditioning system meeting all technical requirements for surgical and medical wards as per the KwaZulu Natal Department of Health Infrastructure Development Policy Document for the Design of Mechanical Installations, latest revision.

## 2.5. Statutory Requirements

### 2.5.1. Legislation

- Legislation: Minimum applicable legislation (latest version) include:
  - The Occupational Health and Safety Act (Act 85, 1993) as amended.
  - Local Fire Regulations
  - The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
  - An Electrical Certificate of Compliance, in accordance with the OHS Act as amended, will be required for all Electrical Works.
  - The machinery and occupational safety Act, no 6 of 1983
  - All building works shall be in accordance with the Standard Preambles to All Trades.
- Policies:
  - KwaZulu Natal Department of Health, Policy on Design of Mechanical Installations, Date January 2013, Rev 7
  - KwaZulu Natal Department of Health, Policy on Design of Electrical Installations, Date January 2013, Rev 7
  - KwaZulu Natal Department of Health, Policy on Design of Structural Installations, Date January 2013, Rev 7
- Norms and Standards: Minimum applicable Norms and Standards
  - KwaZulu Natal Provincial Administration Health Services Air-Conditioning Policy and Norms, August 2003.
  - SANS1125: 2004 – Room air conditioners and heat pumps
  - SANS 1424: 2013 – Filters for use air-conditioning and general ventilation
  - SANS 10147: 2009 – Refrigerant systems including plants associated with air-conditioning
  - SANS 10173: 2003 – The installation, testing and balancing of air-conditioning ductwork
  - SANS 1238:2005 – Air-conditioning Ductwork
  - SANS 14644: Clean rooms and associated controlled environments (Part 1 and Part 2)
  - SANS 10400: The application of the National Building Regulations
  - SANS 10142: Code of Practice for Wiring of Premises
  - SANS 60079 Part 15 - Electrical apparatus for explosive gas atmosphere
  - SANS 0108-1974 - Classification of hazardous locations
  - ASHRAE 15-2010 - Safety Codes for mechanical refrigeration
  - ASHRAE 34-2010 - Designation and safety classification of refrigerants
  - ASHRAE 62 - Ventilation for acceptable indoor air quality
  - ASHRAE 55 - Thermal environmental condition for human occupancy
  - ASHRAE 52/76 - Standard test method
  - ASHRAE G1 - Guideline for commissioning air conditioning systems

- BS 5720 - British Standard: Code of practice for mechanical ventilation and air conditioning in buildings
- BS 8233 - British Standard: Code of practice for sound insulation and noise reduction in buildings
- Other requirements:
  - Department of Public Works Standard Specification for Air-Conditioning and Ventilation Installations, STS 1, 1998, ISSUE XII.
  - Infrastructure Unit Support Services (IUSS)
- Statutory Permissions Required
  - Planning and Development Act: N/A
  - Environmental Impact Assessment: N/A
  - AMAFA approval: N/A
  - Municipal Approval: N/A
  - Access to Provincial /National Roads: N/A
  - Water Affairs: N/A
  - Other: None

### 3. Technical Brief

#### 3.1. Detail Scope of Work

The scope of work entails the following:

##### Surgical Ward

- a) Removal of old water cooled chillers and associated fittings
- b) Removal of old evaporative cooling towers and associated fittings
- c) Removal of old chilled water pumps and associated fittings
- d) Design, selection, installation, commissioning, maintenance and handover of new air cooled chillers, chilled water pumps and pipes and associated fittings.
- e) Design, selection, installation, commissioning of all necessary electrical and controls required for the operation of the air cooled chillers.

##### Medical Ward

- a) Removal of old evaporative cooling tower
- b) Removal of all dx expansion coils, compressors and associated fittings
- c) Installation of new chilled water coils in the place of old dx expansion coils.
- d) Design, selection, installation, commissioning, maintenance and handover of new air cooled chillers, chilled water pumps and pipes and associated fittings.
- e) Design, selection, installation, commissioning of all necessary electrical and controls required for the operation of the air cooled chillers.

The scope of work shall include but not limited to

The project details or scope of work entails the following:

- Performing a detailed design of air cooled chillers for surgical and medical ward building.
- Plant and material selection of air cooled chillers for surgical and medical ward building.
- Production of installation drawings of air cooled chillers for surgical and medical ward building.
- Removal of existing water cooled chillers and cooling towers for surgical and medical ward building.
- Plant installation of air cooled chillers for surgical and medical ward building.
- Performing quality control during the installation of air cooled chillers for surgical and medical ward building.
- Testing, balancing and commissioning of air cooled chillers for surgical and medical ward building.
- Submission of testing, balancing and commissioning data of air cooled chillers for surgical and medical ward building.
- Compiling and submission operating and maintenance manuals of air cooled chillers for surgical and medical ward building.
- Operating and maintenance of air cooled chillers for surgical and medical ward building for 12 months.
- Training hospital maintenance personnel on the operation and maintenance of air cooled chillers for surgical and medical ward building
- Final hand-over of air cooled chillers for surgical and medical ward building to the facility including all approved returnable documents.

##### 3.1.1. Standard specifications to be used in the project

- a) SANS 10147: 2009 – Refrigerant systems including plants associated with air-conditioning
- b) SANS 14644: Clean rooms and associated controlled environments (Part 1 and Part 2)
- c) SANS 10400: The application of the National Building Regulations
- d) SANS 10142: Code of Practice for Wiring of Premises
- e) ASHRAE 15-2010 - Safety Codes for mechanical refrigeration
- f) ASHRAE 34-2010 - Designation and safety classification of refrigerants

- g) ASHRAE 62 - Ventilation for acceptable indoor air quality
- h) ASHRAE 55 - Thermal environmental condition for human occupancy
- i) ASHRAE 52/76 - Standard test method
- j) ASHRAE G1 - Guideline for commissioning air conditioning systems
- k) BS 8233 - British Standard: Code of practice for sound insulation and noise reduction in buildings

## 4. Project / Programme Management and Cost control

### 4.1. Project Management

#### 4.1.1. FIDPM guidelines

##### a) Stage 1 INITIATION

Deliverable - The Initiation Report, which defines project objectives, needs, acceptance criteria, organisation's priorities and aspirations, procurement strategies, and which sets out the basis for the development of the Concept Report

**Stage 1 is complete when the Initiation Report or Prefeasibility Report is approved.**

##### b) Stage 2 CONCEPT

Deliverable – The concept report, which as a minimum satisfies the requirements as per the FIDPM of May 2019, effective 01 October 2019.

**Stage 2 is complete when the Concept Report or the Feasibility Report is approved.**

##### c) Stage 3 DESIGN DEVELOPMENT

Deliverable – The Design Development Report

The Design Development Report shall as necessary:

- Develop in detail the approved concept to finalise the design and definition criteria.
- Establish the detailed form, character, function and costings.
- Define all components in terms of overall size, typical detail, performance and outline specification.
- Describe how infrastructure or elements or components thereof are to function, how they are to be safely constructed, how they are to be maintained and how they are to be commissioned.
- Confirm that the project scope can be completed within the budget or propose a revision to the budget.

**Stage 3 is complete when the Design Development Report is approved.**

##### d) Stage 4 DESIGN DOCUMENTATION

**Deliverable – Design Documentation**

Design documentation provides the:

- production information that details, performance definition, specification, sizing and positioning of all systems and components that would enable construction;
- manufacture, fabrication and construction information for specific components of the work informed by the production information.

**Stage 4 is complete when the Design Documentation Report is approved.**

##### e) Stage 5 WORKS

**Deliverable - Completed Works capable of being used or occupied**

The following is required for completion of the Works Stage:

- Completion of the works is certified in accordance with the provisions of the contract; or
- The goods and associated services are certified as being delivered in accordance with the provisions of the contract.

**Stage 5 is complete when the Works Completion Report is approved.**

##### f) Stage 6 HANDOVER

Works which have been taken over by user or owner; completed training; Record Information. The following activities shall be undertaken during the handover stage:

- Finalise and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished or maintained;
- Hand over the works and record information to the user organisation and if necessary, train end user staff in the operation of the works.

**Stage 6 is complete when the Handover/Record Information Report is approved.**

#### **g) Stage 7 CLOSE-OUT**

Defects Certificate or Certificate of Final Completion; Final Account; Close-Out Report

The Close-Out Stage commences when the end user accepts liability for the works. It is complete when:

- Record information is archived;
- Defects certificates and certificates of final completion are issued in terms of the contract;
- Final amount due to the contractor is certified, in terms of the contract;
- Close-Out Report is prepared by the Implementer and approved by the Client Department.

**Stage 7 is complete when the Close-out Report is approved**

### **4.1.2. Project Management Plan / Resource Management**

The following Project Management plan is a guideline.

**Table 1: Proposed Project Plan**

| ITEM                       | ELEMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Needs Assessment/Analysis: | The nature of the project required that professional service providers be appointed and also contractor be appointed for the installation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Project Team Brief:        | <p>The Project team: -</p> <p>Are to manage the project to successful completion within time, cost and to the required specification and to manage project associated risks for minimum impact.</p> <ul style="list-style-type: none"> <li>• Must develop, design, document, manage and close the project</li> <li>• May not proceed with any stage (IDMS) of the work until the KZN-DOH is satisfied with the stage of the project.</li> <li>• Must clarify any uncertainties, discrepancies, etc. to the satisfaction of KZN-DOH</li> <li>• Is expected to deliver a well-designed, cost effective, low maintenance design that will suit the needs of the end-user and KZN-DOH</li> <li>• Must adhere to the timeframes for the work to be completed as presented.</li> </ul> |
| Evaluation and Engagement: | <ul style="list-style-type: none"> <li>• The project may not proceed to any stage until KZN-DOH is satisfied with the current stage (wherever that is) of the project;</li> <li>• KZN-DOH will follow the IDMS principles for approval and evaluation</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

### **4.1.3. Project Risk Plan**

Informed decision-making is critical to the success of any project. Crucial to this success is the identification of risks and how they will be managed. The following risks have been identified prior to the projects start. These risks are not all inclusive and will be reviewed as the project progresses.

The following is some of the risk identified. However, it is required that the Implementer develop a full risk plan. This is not an inclusive list and must be reviewed at each stage.

**Table 2: Risk Log**

| Risk                                                          | Owner      | Probability (low/med/ high) | Consequence (L/M/H) | Actions                                                                                                                                                                                            |
|---------------------------------------------------------------|------------|-----------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Accidental touching of live conductors in the HVAC plant room | Contractor | Low                         | Low                 | Contractor to be familiarised about the site.                                                                                                                                                      |
| Damaging of existing underground services                     | Contractor | Low                         | Medium              | Use of acceptable and acceptable engineering practices to trace underground services.                                                                                                              |
| Damaging of roof services                                     | Contractor | Low                         | Medium              | Contractor to protect and ensure minimum contact with roof services                                                                                                                                |
| Noise Generation in the hospital                              | Contractor | Low                         | Medium              | Contractor to evaluate the risk of noise and put mitigation measures to reduce excessive noise generation as the rest of the hospital will still be operating.                                     |
| Need for decanting of patients in the surgical ward           | Hospital   | Low                         | High                | The hospital staff must generate a decanting plan for possible relocating patients to another area should a need arise during the construction                                                     |
| Need to partially operate the HVAC system during construction | Contractor | Low                         | Medium              | If decanting of patients is not possible, the Contractor is to propose a construction plan to ensure sections the HVAC system are still operable while the rest of the plant is still constructed. |

#### **4.1.4. Occupational Health and Safety Baseline plan**

- 4.1.4.1.** The project must comply with the requirements of the Occupational Health & Safety Act 85 of 1993 and its regulations.

#### **4.2. Communication Plan**

The following plan is a guideline.

- **Strategies**

In order to ensure good communication, frequent engagement will take place throughout the project life cycle. The engagements include:

- Stakeholder engagement meetings
- Planning meetings
- Update meetings
- Report back meetings
- Site meetings
- No media communication except by KZN-DOH Communication

- **Methodologies**

Communication will be done through the following methods:

- Meetings
- Minutes
- Telecommunication
- E-mails
- Reports
- Letters
- Feedback information

- **Delivery**

Communication will be delivered through:

- Telecommunication
- E-mails
- Postal services
- Internal registry services

- **Personnel**

Communication will be between KZN-DOH Infrastructure Development (KZN-DOH ID) and: -

- KZN-DOH Head Office sections
- KZN-DOH ILembe District
- Facility Name: General Justice Gizenga Mpanza Regional Hospital

Communication is expected to take place between:

- KZN-DOH District ILembe and Community
- KZN-DOH ID and General Justice Gizenga Mpanza Regional Hospital
- KZN-DOH ID, DOPW and Contractor/s

#### 4.3. Project Milestones

**Table 3: MILESTONES and TASKS**

| Milestone             | Date       | % Project Complete |
|-----------------------|------------|--------------------|
| PROJECT START DATE    | 29/03/2019 | 0%                 |
| PRE-FEASIBILITY       | 30/03/2020 | 10%                |
| FEASIBILITY           | 30/09/2020 | 20%                |
| DESIGN                | 30/03/2021 | 30%                |
| TENDER                | 27/09/2021 | 40%                |
| CONSTRUCTION          | 23/09/2022 | 50%                |
| Construction 0 - 25%  | 23/09/2022 | 60%                |
| Construction 26 - 50% | 23/12/2022 | 70%                |

|                        |            |      |
|------------------------|------------|------|
| Construction 51 - 75%  | 23/06/2023 | 80%  |
| Construction 76 - 100% | 19/11/2023 | 90%  |
| PRACTICAL COMPLETION   | 19/11/2023 | 90%  |
| HANDED OVER            | 19/11/2023 | 90%  |
| WORKS COMPLETION       | 19/11/2023 | 90%  |
| FINAL COMPLETION       | 19/11/2023 | 90%  |
| CLOSE OUT              | 19/01/2024 | 100% |

#### 4.4. Project Cost Breakdown

The project cost is made up of the following elements:

- Professional and construction cost

The budgetary allocation for each Infrastructure Component must be closely controlled by the Project Manager and must not be exceeded without prior approval of the CFO and HOD. The departmental Project Leader is responsible for the Commissioning Costs if they are not included in the Infrastructure Budget.

The Project Leader and Project Manager are responsible to ensure that necessary controls are in place and that the budgets are not exceeded without a fully motivated and approved submission to the CFO and HOD.

| Building Cost (incl. VAT)                                    |                      |                                 |
|--------------------------------------------------------------|----------------------|---------------------------------|
| Funding source                                               | HFRG                 |                                 |
| Budgetary Item                                               | Amount               | Explanatory Notes               |
| Current Estimated Building Cost                              | 15 000 000,00        | Date of estimate                |
| Pre-tender escalation                                        |                      | Estimated at 0.4% for 18 months |
| Post-tender escalation                                       | 1 080 000,00         | Estimated at 0.4% for 8 months  |
| Estimated Fees                                               | 288000               | As a 10 % of construction cost  |
| Contingency                                                  | 1 500 000,00         | % provision                     |
| <b>Estimated Building Cost (incl. VAT)</b>                   | <b>17 868 000,00</b> |                                 |
| <b>Estimated Building Rate per m<sup>2</sup> (incl. VAT)</b> |                      |                                 |

Cash flow relates to building costs

Table 4: Projected Annual Cash flow (U-AMP)

| MTEF and beyond | Fees               | Construction          | Total                 |
|-----------------|--------------------|-----------------------|-----------------------|
| Yr 18/19        |                    |                       |                       |
| Yr 19/20        |                    |                       |                       |
| Yr 20/21        | R30 000.00         | R270 000.00           | R300,000.00           |
| Yr 21/22        | R70 000.00         | R630 000.00           | R700,000.00           |
| Yr 22/23        | R1 400 000.00      | R12 600 000.00        | R14 000 000.00        |
| <b>TOTAL</b>    | <b>R 1 500 000</b> | <b>R13 500 000.00</b> | <b>R15 000 000.00</b> |

## 5. Procurement

### 5.1. Procurement Strategy

A Procurement Strategy is prepared by the Department of Health as part of the annual Infrastructure Programme Management Plan (IPMP). It sets out the Delivery Management Strategy as well as the Procurement and Contracting Arrangements proposed for each project requiring the procurement of Consultants (Professional Services) or Contractors (Works) during the ensuing 3-year period.

#### 5.1.1. Primary and Secondary Objectives

While the primary objective of an infrastructure project is the delivery of functional infrastructure such as buildings, plant and equipment, roads, electricity or water, the project will, where possible, incorporate secondary (or developmental) socio-economic objectives such as targeted procurement and employment, local economic development, skills development, Job creation and so on.

These objectives are given equal importance and although Developmental objectives do not appear in the IPMP as individual items they are cross-cutting in the formulation of procurement and implementation strategies.

The Primary and Secondary Objectives for this project are listed below:

|                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For this project the primary objective is to procure and deliver the required output/s within budget, to the required standard and within the specified timeframe |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------|
| Aspects of socio-economic benefits are not applicable due to the project being an engineering project needing advanced technical skills. |
|------------------------------------------------------------------------------------------------------------------------------------------|

#### 5.1.2. Delivery Management Strategy

The Delivery Management Strategy extracted from the IPMP for this project is as follows.

##### 5.1.2.1. Professional Services

The project team should be made up of the following disciplines possessing adequate experience in the specific field:

| Discipline | Experience / Special Requirements             |
|------------|-----------------------------------------------|
| N/A        | The project will be implemented through DoPW. |

**5.1.2.2. For Works**

The proposed Strategic Arrangements are as follows:

| Delivery Management Strategy for Works |                            |                                        | Contracting Arrangements for Works |                  |                               | Procurement Arrangements for Works |                                 |                          |
|----------------------------------------|----------------------------|----------------------------------------|------------------------------------|------------------|-------------------------------|------------------------------------|---------------------------------|--------------------------|
| Delivery Mode                          | Implementer                | Estimated Project Control Budget (R.m) | Contracting strategy               | Pricing strategy | Form of Contract              | Procurement Procedure              | Estimated Bid/Tender Award Date | Comments / Current Stage |
| Individual Project                     | Department of Public Works | 15 000,000.00                          | Design by Employer                 | BOQ              | Quotes or Framework Contracts | Public Open Tender                 | 27/09/2021                      | Identified               |

Note: The IPMP comprises a narrative component and schedules. The narrative explains the methodology in detail and provides the data on which the above strategy is based.

**5.1.3. Updating and Revising the Delivery Management Strategy**

Factors emerging during the development of a project may lead to a revision of the Procurement Strategy.

No requirement for revision anticipated.

**5.1.4. Implementation Strategy**

Design by employer wherein the design is to be done by a professional service provider.

The installation will be done by a contractor knowledgeable in the health sector.

Diagnostic tests as required and identified during study stage will be carried out for developing scope and specification and to have engineering data for detailed designs.

## **6. External Appointments**

### **6.1. Appointment of Contractors or Suppliers**

The Contractor will be appointed by KZN-DOPW and the following expectations by KZN-DOH and KZN-DOPW from the Contractor and the professional service provider/s are highlighted:

- Effective Time management
- Effective Project Management
- Effective Cost Management
- Effective Resource Management
- Effective Communication
- Adherence/Compliance to all applicable Legislation
- Adherence/Compliance to all applicable policies
- Adherence/Compliance to all applicable norms and standards

### **6.2. Appointment of External Implementing Agent (KZN-DOPW)**

KZN-DOH has entered into a legally binding Service Level Agreement with the Implementing Agent (IA). However, over and above the agreements, the following expectations by KZN-DOH from the IA are highlighted:

- Effective Project management
- Effective management of PSP (where applicable)
- Effective Cost Control
- Effective Risk Management
- Effective Time management
- Effective communication
- Compliance to Legislative requirements
- Compliance to Policies
- Compliance to Norms and Standards (both National and Provincial)

### **6.3. Roles and Responsibilities of the Department of Health**

The roles and responsibilities are highlighted below:

- Effective management and co-ordination of all stages of the project
- Effective management and co-ordination to all legislative requirements
- Quality control and compliance.
- Effective manage Procurement preparation processes in terms of the PFMA, SIPDM and Treasury Regulations.
- Contract and project management
- Effective Financial management.
- Effective Time Management
- Manage completion processes and retention periods.
- Manage timeous and complete Close-out of Project including as-built documentation, manuals compliance certificates and related documentation.
- Manage all required reporting, documentation and archiving of documents
- Maintains an oversight role

## 7. Part 6 – Signatures

### Signatories

The following Facilities, Programmes and their Managers, Directors or Leaders have been fully advised and have read and understood the contents of this document.

Name: J.B. Naidoo  
Designation: General Justice Gizenga Mpanza Regional Hospital: Finance Manager  
Date: 16.03.2020.  
Signature: 

Name: Esobq Simons  
Designation: General Justice Gizenga Mpanza Regional Hospital: Systems Manager  
Date: \_\_\_\_\_

Signature: 

Name: Dr G. López  
Designation: General Justice Gizenga Mpanza Regional Hospital: CEO (Acting)  
Date: 16/03/2020

Signature: 

Name: R. Sahadeo  
Designation: P.P. Ilembe Health District Office: District Manager  
Date: 18/03/2020

Signature: 